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No. 12]

NEW DELHI, SATURDAY, MARCH 22, 2003/CHAITRA 1, 1925

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

मंत्रिमंडल सचिवालय

CABINET SECRETARIAT

नई दिल्ली, 13 मार्च, 2003

New Delhi, the 13th March, 2003

का.आ. 960 :—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 168 पीसीआर 2002 दिनांक 24 सितंबर, 2002 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से श्री एस. थिम्माराजा कनिष्ठ दूरसंचार अधिकारी, बीएसएनएल, जगलूर टेलीफोन एक्सचेंज, जिला दवनगिरे, कर्नाटक राज्य एवं किन्हीं अन्य व्यक्तियों के विरुद्ध भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का केन्द्रीय अधिनियम 49) की धारा 13 (2) सपठित धारा 13(1)(ई) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्टरेणों और षड्यंत्र तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

S.O. 960 :—In exercise of the powers conferred by Sub-section (1) of Section 5, read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act, No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka issued vide Notification No. HD 168 PCR 2002 dated 24th September, 2002, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Karnataka to investigate the offences against Shri S. Thimmaraja, Junior Telecom Officer, BSNL, Jagalur Telephone Exchange, Davangere District, Karnataka State and any other persons for offences punishable under Section 13(2) read with 13(1)(e) of Prevention of Corruption Act, 1988 (Central Act 49 of 1988) and attempts, abetments and conspiracy in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[सं. 228/14/2003-डी.एस.पी.ई.]

[No. 228/14/2003-DSPE]

शुभा ठाकुर, अवर सचिव

SHUBHA THAKUR, Under Secy.

गृह मंत्रालय

नई दिल्ली, 17 मार्च, 2003

का.आ. 961 :—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :

1. रंगरूट प्रशिक्षण केन्द्र-4, केन्द्रीय रिजर्व पुलिस बल, श्रीनगर (जम्मू व कश्मीर)
2. कमांडेंट 139 बटालियन, केन्द्रीय रिजर्व पुलिस बल
3. कार्यालय पुलिस उप-महानिरीक्षक, केन्द्रीय रिजर्व पुलिस बल, चण्डीगढ़ (संघ शासित क्षेत्र)
4. कार्यालय पुलिस उप-महानिरीक्षक, केन्द्रीय रिजर्व पुलिस बल, गुड़गांव (हरियाणा)

[सं. 12017/1/2002-हिन्दी]

राजेन्द्र सिंह, निदेशक (राजभाषा)

MINISTRY OF HOME AFFAIRS

New Delhi, the 17th March, 2003

S.O. 961:—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80%:

1. Recruit Training Centre-4, Central Reserve Police Force, Srinagar (J&K).
2. Comdt. 139 Bn., Central Reserve Police Force.
3. Office of Deputy Inspector General of Police, Central Reserve Police Force, Chandigarh (UT).
4. Office of Deputy Inspector General of Police, Central Reserve Police Force, Gurgaon (Haryana).

[No. 12017/1/2002-Hindi]

RAJENDRA SINGH, Director (OL)

वित्त एवं कम्पनी कार्य मंत्रालय

(राजस्व विभाग)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 26 फरवरी, 2003

(आयकर)

का. आ. 962.—सामान्य जानकारी के लिए यह अधिसूचित किया जात है कि केन्द्र सरकार अधोलिखित संगठन को उनके नाम के सामने उल्लिखित अवधि, के लिए आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खंड (ii) के प्रयोजनार्थ 'संस्था' श्रेणी के अन्तर्गत निम्नलिखित शर्तों के अधीन अनुमोदित करती है :—

- (i) अधिसूचित संस्था अपने अनुसंधान कार्यकलापों के लिए अलग लेखा बहियों का रख-रखाव करेगा;
- (ii) अधिसूचित संस्था प्रत्येक वित्तीय वर्ष के लिए अपनी वैज्ञानिक अनुसंधान गति-विधियों की वार्षिक रिटर्न प्रत्येक 31 मई को अथवा उससे पहले सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग "टैक्नोलाजी भवन" न्यू

महारौली रोड, नई दिल्ली-110016 को प्रस्तुत करेगा;

- (iii) अधिसूचित संस्था केन्द्र सरकार की तरफ से नामोदिष्ट निर्धारण अधिकारी को आयकर की विवरणी प्रस्तुत करने के अतिरिक्त अपने लेखा परीक्षित वार्षिक लेखों की एक प्रति तथा अपने अनुसंधान कार्यकलापों जिसके लिए आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के अन्तर्गत छूट प्रदान की गई थी, के संबंध में आय एवं व्यय खाते की लेखा परीक्षा की भी एक प्रति संस्था पर अधिकार क्षेत्र वाले (क) आयकर महानिदेशक (छूट) 10 मिडिलटन रॉ, पांचवां तल, कलकत्ता-700071 (ख) सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग तथा (ग) आयकर आयुक्त/आयकर निदेशक (छूट) को प्रत्येक वर्ष 31 अक्टूबर को अथवा उससे पहले प्रस्तुत करेगा।

क्रम सं.	अनुमोदित संगठन का नाम	अवधि जिसके लिए अधिसूचना प्रभावी है
1.	मैसर्स ज्ञान प्रबोधिनी संशोधन संस्था, ज्ञान प्रबोधिनी भवन, 510, सदाशिव पेठ, पुणे-411030	1-4-2001 से 31-3-2004 तक

टिप्पणी :—अधिसूचित संस्था को सलाह दी जाती है कि वे अनुमोदन के नवीकरण के लिए तीन प्रतियों में और पहले ही अधिकार क्षेत्र वाले आयकर आयुक्त/आयकर निदेशक (छूट) के माध्यम से केन्द्र सरकार को आवेदन करें। अनुमोदन के नवीकरण के लिए आवेदन पत्र की तीन प्रतियां सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग को सीधे भेजी जाएंगी।

[अधिसूचना सं. 40/2003/फा.सं. 203/60/2002-आयकर नि.-II]

संगीता गुप्ता, निदेशक (आयकर नि.-II)

MINISTRY OF FINANCE AND COMPANY AFFAIRS
(Department of revenue)

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 26th February, 2003

(Income-Tax)

S. O. 962.—It is hereby notified for general information that the organisations mentioned below have been approved by the Central Government for the period mentioned against their names, for the purpose of clause (iii) of Sub-section (1) of Section 35 of the Income Tax Act, 1961, read with Rule 6 of the Income-Tax Rules, 1962 under the category "Institution" subject to the following conditions :—

- (i) The notified Institution shall maintain separate books of accounts for its research activities;
- (ii) The notified Institution shall furnish the Annual Return of its Scientific Research Activities to the Secretary, Department of Scientific and Industrial Research, "Technology Bhawan", New Mehrauli Road, New Delhi-110016 for every financial year on or before 31st May of each year;
- (iii) The notified Institution shall submit, on behalf of the Central Government, to (a) the Director General of Income Tax (Exemptions), 10 Middleton Row, 5th Floor, Kolkata-700071 (b) the Secretary, Department of Scientific and Industrial Research,

and (c) the Commissioner of Income Tax/Director of Income Tax (Exemptions), having jurisdiction over the organisation, on or before the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income and Expenditure Account in respect of its research activities for which exemption was granted under Sub-section (1) of Section 35 of Income Tax Act, 1961 in addition to the return of Income Tax to the designated assessing officer.

S. No.	Name of the Organisation approved	Period for which Notification is effective
I.	M/s. Jnana Probhodhini Samshodhan Sanstha, Jnana Probhodhini Bhawan 510, Sadashiv Peth, PUNE-411030.	1-4-2001 to 31-3-2004

Note : The notified Institution are advised to apply in triplicates and well in advance for renewal of the approval, to the Central Government through the Commissioner of Income Tax/Director of Income Tax (Exemptions) having jurisdiction. Three copies of application for renewal of approval shall also be sent directly to the Secretary, Department of Scientific and Industrial Research.

[Notification No. 40/2003/F.No. 203/60/2002/ITA-II]
SANGEETA GUPTA, Director (ITA-II)

नई दिल्ली, 26 फरवरी, 2003
(आयकर)

का. आ. 963.—सामान्य जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार अधोलिखित संगठन को उनके नाम के सामने उल्लिखित अवधि, के लिए आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1962 की धारा 35 की उपधारा (i) के खंड (ii) के प्रयोजनार्थ संघ श्रेणी के अन्तर्गत निम्नलिखित शर्तों के अधीन अनुमोदित करती है :—

- अधिसूचित संघ अपने अनुसंधान कार्यकलापों के लिए अलग लेखा बहियों का रख-रखाव करेगा;
- अधिसूचित संघ प्रत्येक वित्तीय वर्ष के लिए अपनी वैज्ञानिक अनुसंधान गतिविधियों की वार्षिक रिटर्न प्रत्येक 31 मई को अथवा उससे पहले सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग "टेक्नोलाजी भवन" न्यू महरौली रोड, नई दिल्ली-110016 को प्रस्तुत करेगा;
- अधिसूचित संघ केन्द्र सरकार की तरफ से नामोदित निर्धारण अधिकारी को आयकर की विवरणी प्रस्तुत करने के अतिरिक्त अपने लेखा परीक्षित वार्षिक लेखों की एक प्रति तथा अपने अनुसंधान कार्यकलापों जिसके लिए आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के अन्तर्गत छूट प्रदान की गई थी, के संबंध में आय एवं व्यय खाते की लेखा परीक्षा की भी एक प्रति संस्था पर अधिकार क्षेत्र वाले (क) आयकर महानिदेशक (छूट) 10 मिडिलटन रॉ, पांचवां तल, कलकत्ता-700071 (ख) सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग तथा (ग) आयकर आयुक्त/आयकर निदेशक (छूट) को प्रत्येक वर्ष 31 अक्टूबर को अथवा उससे पहले प्रस्तुत करेगा।

क्रम सं.	अनुमोदित संगठन का नाम	अवधि जिसके लिए अधिसूचना प्रभावी है
1.	मैसर्स बैफ विकास अनुसंधान उरुलीकंचन ताल, हवेली, जिला पुणे-412002	1-4-2001 से 31-3-2004

टिप्पणी :— अधिसूचित संघ को सलाह दी जाती है कि वे अनुमोदन के नवीकरण के लिए तीन प्रतियों में और पहले ही अधिकार क्षेत्र वाले आयकर आयुक्त/आयकर निदेशक (छूट) के माध्यम से केन्द्र सरकार को आवेदन करें। अनुमोदन के नवीकरण के लिए आवेदन पत्र की तीन प्रतियां सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग को सीधे भेजी जाएंगी।

[अधिसूचना सं. 41/2003/फा.सं. 203/45/2002-आयकर नि.-II]
संगीता गुप्ता, निदेशक (आयकर नि.-II)

New Delhi, the 26th February, 2003
(Income-Tax)

S. O. 963.—It is hereby notified for general information that the organisations mentioned below has been approved by the Central Government for the period mentioned against the name, for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income Tax Act, 1961, read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- The notified Association shall maintain separate books of accounts for its research activities;
- The notified Institution shall furnish the Annual Return of its Scientific Research Activities to the Secretary, Department of Scientific and Industrial Research, "Technology Bhawan", New Mehrauli Road, New Delhi-110016 for every financial year on or before 31st May of each year;
- The notified Institution shall submit, on behalf of the Central Government, to (a) the Director General of Income Tax (Exemptions), 10 Middleton Row, 5th Floor, Kolkata-700071 (b) the Secretary, Department of Scientific and Industrial Research, and (c) the Commissioner of Income Tax/Director of Income Tax (Exemptions), having jurisdiction over the organisation, on or before the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income and Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of Section 35 of Income Tax Act, 1961 in addition to the return of Income Tax to the designated assessing officer.

S. No.	Name of the Organisation approved	Period for which Notification is effective
1.	M/s. BAIF Development Research Foundation, Urulikanchan Tal. Haveli, Distt. PUNE-412202.	1-4-2001 to 31-3-2004

Note : The notified Association is advised to apply in triplicates and well in advance for renewal of the

approval, to the Central Government through the Commissioner of Income Tax/Director of Income Tax (Exemptions) having jurisdiction. Three copies of application for renewal of approval shall also be sent directly to the Secretary, Department of Scientific and Industrial Research.

[Notification No. 41/2003/F.No. 203/45/2002/ITA-II]

SANGEETA GUPTA, Director (ITA-II)

नई दिल्ली, 28 फरवरी, 2003

(आयकर)

का. आ. 964.—सामान्य जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार अधोलिखित संगठन को उनके नाम के सामने उल्लिखित अवधि, के लिए आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खंड (ii) के प्रयोजनार्थ संस्थान श्रेणी के अन्तर्गत निम्नलिखित शर्तों के अधीन अनुमोदित करती है :—

- (i) अधिसूचित संस्थान अपने अनुसंधान कार्यकलापों के लिए अलग लेखा बहियों को रख-रखाव करेगा;
- (ii) अधिसूचित संस्थान प्रत्येक वित्तीय वर्ष के लिए अपनी लेखा बहियों में संस्थान गतिविधियों की वार्षिक रिटर्न प्रत्येक 31 अक्टूबर तक या उससे पहले सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग "टेक्नोलॉजी भवन" न्यू महारौली रोड, नई दिल्ली-110016 को प्रस्तुत करेगा;
- (iii) अधिसूचित संस्थान केन्द्र सरकार की तरफ से नामोदित निर्धारण अधिकृत को आयकर की विवरणी प्रस्तुत करने के अतिरिक्त अपने लेखा परीक्षित वार्षिक लेखों की एक प्रति तथा अपने अनुसंधान कार्यकलापों जिसके लिए आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के अन्तर्गत छूट प्रदान की गई थी, के संबंध में आय एवं व्यय खाते की लेखा परीक्षा की भी एक प्रति संस्था पर अधिकार क्षेत्र वाले (क) आयकर महानिदेशक (छूट) 10 मिडिल्टन रॉ, पांचवा तल, कलकत्ता-700071 (ख) सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग तथा (ग) आयकर आयुक्त/आयकर निदेशक (छूट) को प्रत्येक वर्ष 31 अक्टूबर को अथवा उससे पहले प्रस्तुत करेगा।

अनुमोदित संगठन का नाम	अवधि जिसके लिए अधिसूचना प्रभावी है
संयुक्त फार विन्ड एनर्जी टेक्नोलॉजी आर-8, नार्थ मेन रोड, अन्ना नगर, वेस्ट एक्सटेंशन, चेन्नई-600101	8-3-2000 से 31-3-2002 तक

अनुमोदित संस्थान को सलाह दी जाती है कि वह अनुमोदन के नवीकरण के लिए तीन प्रतियों में और पत्रों की अधिकार क्षेत्र वाले आयकर आयुक्त/आयकर निदेशक (छूट) के माध्यम से केन्द्र सरकार को आवेदन करें। अनुमोदन के नवीकरण के लिए आवेदन पत्र की तीन प्रतियां सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग को सीधे भेजी जाएंगी।

[Notification No. 42/2003/F.No. 203/3/2003-आयकर नि. -II]

संगीता गुप्ता, निदेशक (आयकर नि. -II)

New Delhi, the 28th February, 2003

(Income-Tax)

S. O. 964.—It is hereby notified for general information that the organisations mentioned below have been approved by the Central Government for the period mentioned against their name, for the purpose of clause (ii) of sub-section (I) of Section 35 of the Income Tax Act, 1961, read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

- (i) The notified Institution shall maintain separate books of accounts for its research activities;
- (ii) The notified Institution shall furnish the Annual Return of its Scientific Research activities to the Secretary, Department of Scientific and Industrial Research, "Technology Bhawan", New Mehrauli Road, New Delhi-110016 for every financial year on or before 31st May of each year;
- (iii) The notified Institution shall submit, on behalf of the Central Government, to (a) the Director General of Income Tax (Exemptions), 10 Middleton Row, 5th Floor, Kolkata-700071 (b) the Secretary, Department of Scientific and Industrial Research, and (c) the Commissioner of Income Tax/Director of Income Tax (Exemptions), having jurisdiction over the organisation, on or before the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income and Expenditure Account in respect of its research activities for which exemption was granted under sub-section (I) of Section 35 of Income Tax Act, 1961 in addition to the return of Income Tax to the designated assessing officer.

S. No.	Name of the Organisation approved	Period for which Notification is effective
1.	Ms/ Centre for Wind Energy Technology, R-8, North Main Road, Anna Nagar, West Extension, CHENNAI-600101.	8-3-2000 to 31-3-2002

Notes: The notified Institution is advised to apply in triplicates and well in advance for renewal of the approval, to the Central Government through the Commissioner of Income Tax/Director of Income Tax (Exemptions) having jurisdiction. Three copies of application for renewal of approval shall also be sent directly to the Secretary, Department of Scientific and Industrial Research.

[Notification No. 42/2003/F.No. 203/3/2003/ITA-II]

SANGEETA GUPTA, Director (ITA-II)

नई दिल्ली, 28 फरवरी, 2003

(आयकर)

का. आ. 965.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "नादेड सिख गुरुद्वारा संस्था" को 2000-2001 के

2002-2003, तक के कर निर्धारण वर्षों के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर निर्धारित उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारित उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारित के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारित आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगा;
- (v) विघटन की स्थिति में अतिरिक्त राशियां और परिसम्पत्तियां समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 44/2003/फा.सं. 197/09/2003-आई.टी.ए.-I]

आई. पी. एस. बिन्द्रा, अवर सचिव

New Delhi, the 28th February, 2003

(INCOME TAX)

S. O. 965.—In exercise of the powers conferred by the sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Nanded Sikh Gurudwara Sachkhand Shri Hazur Abchalnagar Sahib, Nanded" for the purpose of the said sub-clause for the assessment years 2000-2001 to 2002-2003 subject to the following conditions namely:—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other wise than in any one or more of the forms or modes specified in sub-clause (5) of Section 11;

- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) That in the event of dissolution, its surplus and the assets will be given to a charitable organization with similar objectives.

[Notification No. 44/2003/F. No. 197/09/2003-ITA-I]

I. P. S. BINDRA, Under Secy.

शुद्धि-पत्र

नई दिल्ली, 4 मार्च, 2003

का. आ. 966.—फा.सं. 205/4/2000-आयकर नि-II आयकर अधिनियम, 1961 की धारा 10 के खंड 23(छ) में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा अधिसूचना सं. 319/2001 दिनांक 4-10-2001 के तहत अनुमोदित उद्यम के नाम में निम्नलिखित परिवर्तन करती है:—

2. मैसर्स स्काईसैल कम्यूनिकेसन्स लि. से मैसर्स भारती मोबिनेट लि. में नाम के परिवर्तन और दिनांक 3-10-2001 को निगमितीकरण का नया प्रमाणपत्र जारी करने के फलस्वरूप अधिसूचना के पैरा 3 में अनुमोदित उद्यम को इस प्रकार पढ़ा जाए:—

“निदेशक, (टीएम-1) संचार विभाग के माध्यम से कार्यरत भारत के राष्ट्रपति और मैसर्स स्काईसैल कम्यूनिकेशन प्रा.लि. के मध्य लाइसेंस करार सं. 842-19/93-टीएम दिनांक 30-11-94 के अंतर्गत भारती मोबिनेट लि. (पूर्व मैसर्स स्काईसैल कम्यूनिकेसन्स लि.) द्वारा मद्रास टेलिफोन डिस्ट्रिक्ट, माराईमालाई नगर एक्सपोर्ट प्रोसेसिंग जोन (एमईपी-2), मिनजूर और माहाबलिपुरम् द्वारा स्थानीय क्षेत्र में सेवित सेल्यूलर मोबाइल टेलीफोन सेवा।”

[अधिसूचना सं. 46/2003/फा.सं. 205/4/2000-आयकर नि.-II]

संगीता गुप्ता, निदेशक (आयकर नि.-II)

(CORRIGENDUM)

New Delhi, the 4th March, 2003

S. O. 966.—(F. No. 205/4/2000/ITA-II). In exercise of the powers conferred in clause 23(G) of section 10 of the Income tax Act, 1961, the Central Government hereby makes the following change in the name of the enterprise approved vide Notification No. 319/2001 dated 4-10-2001.

2. Consequent upon change of name of M/s Skycell Communications Ltd. to M/s. Bharti Mobinet Ltd. and issue of fresh certificate of incorporation on 3-10-2001, the enterprise approved in para 3 of the Notification shall be corrected to read as—

“Cellular Mobile Telephone Service in local area served by Madras Telephone District, Maraimalai Nagar and in Process of the (MTP 2), Minzur and Madras District of Bharat Mobinet Ltd. (formerly M/s.

Skycell Communications Ltd.), under the license agreement No. 842-19/93-TM dated 30-11-94 between President of India, acting through Director (TM-I), Department of Communication and M/s Skycell Communication Pvt. Ltd."

[Notification No. 46/2003/F.No. 205/4/2000/ITA-II]
SANGEETA GUPTA, Director (ITA-II)

नई दिल्ली, 5 मार्च, 2003

(आयकर)

का. आ. 967.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "आल इंडिया टेनिस एसोसिएशन" नई दिल्ली को 2002-2003, तक के कर निर्धारण वर्षों के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त खंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (i) कर निर्धारिती उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिए उसका संचयन इस प्रकार के संचयन हेतु उक्त खंड 23 द्वारा यथा संशोधित धारा 11 की उपधारा (2) और (3) के उपबंधों के अनुरूप पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु जिसे उपर्युक्त खंड 23 के तीसरे परन्तुक के अधीन बोर्ड द्वारा अधिसूचित किया जाए के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) कर निर्धारिती इसके सदस्यों को किसी भी तरीके से इसकी आय के किसी भाग का संवितरण इससे सम्बद्ध किसी एसोसिएशन अथवा संस्था को अनुदान के अलावा नहीं करेगा; और
- (iv) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएँ नहीं रखी जाती हों।

[अधिसूचना सं० 48/2003/फा.सं. 196/2/2003-आयकर नि.-I]

आई. पी. एस. बिन्द्रा, अवर सचिव

New Delhi, the 5th March 2003

(Income-Tax)

S. O. 967.—In exercise of the powers conferred by clause (23) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "All India Tennis Association.. New Delhi" for the purpose of the said clause for the assessment year 2002-2003 subject to the following conditions namely:—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of Sub-section (2) and (3) of Section

11 as modified by the said clause (23) for such accumulation wholly and exclusively to the objects for which it is established;

- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third provision to the aforesaid clause (23) for any period during the previous years relevant to the assessment years mentioned above other wise than in any one or more of the forms or modes specified in Sub-section (5) of Section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) This notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainments of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 48/2003/F. No. 196/2/2003-ITA-I]

I.P.S. BINDRA, Under Secy.

नई दिल्ली, 13 मार्च, 2003

(आयकर)

का. आ. 968.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "दी आन्ध्र क्रिकेट एसोसिएशन, गुंटूर" को वर्ष 1997-98 से 1999-2000 तक के कर निर्धारण वर्षों के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त खंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (i) कर निर्धारिती उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिए उसका संचयन इस प्रकार के संचयन हेतु उक्त खंड 23 द्वारा यथा संशोधित धारा 11 की उपधारा (2) और (3) के उपबंधों के अनुरूप पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु जिसे उपर्युक्त खंड 23 के तीसरे परन्तुक के अधीन बोर्ड द्वारा अधिसूचित किया जाए के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) कर निर्धारिती इसके सदस्यों को किसी भी तरीके से इसकी आय के किसी भाग का संवितरण इससे सम्बद्ध किसी एसोसिएशन अथवा संस्था को अनुदान के अलावा नहीं करेगा; और
- (iv) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो

जब तक कि ऐसा कारोबार उक्त कर निर्धारित के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएँ नहीं रखी जाती हों।

[अधिसूचना सं० 51/2002/फा.सं. 196/1/2003-आयकर नि.-I]

आई. पी. एस. बिन्द्रा, अवर सचिव

New Delhi, the 13th March, 2003

(Income-Tax)

S. O. 968.—In exercise of the powers conferred by clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "The Andhra Cricket Association, Guntur" for the purpose of the said sub-clause for the assessment years 1997-98 to 1999-2000 subject to the following conditions namely:—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-section (2) and (3) of Section 11 as modified by the said clause (23) for such accumulation wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article) as may be notified by the Board under the third provision to the aforesaid clause (23) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainments of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 51/2002/F. No. 196/1/2003-ITA-I]

I. P. S. BINDRA, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 13 मार्च, 2003

का.आ. 969.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा (1) के उपबंध सरकारी राजपत्र में इस सूचना के प्रकाशन की तारीख से 31 मार्च, 2004 तक गुलबर्गा जिला सहकारी केन्द्रीय बैंक लि. (कर्नाटक) पर लागू नहीं होंगे।

[फा. सं. 1(6)/2003-ए.सी.]

मंगल मरांडी, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 13th March, 2003

S. O. 969.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on recommendation of the Reserve Bank of India declares that the provisions of sub-section (1) of Section 11 of the said Act shall not apply to the Gulbarga District Co-operative Central Bank Ltd. (Karnataka) from the date of publication of this notification in the Official Gazette to 31st March, 2004.

[F. No. 1(6)/2003-AC]

MANGAL MARNDI, Under Secy.

नई दिल्ली, 13 मार्च, 2003

का.आ. 970.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा (1) के उपबंध सरकारी राजपत्र में इस सूचना के प्रकाशन की तारीख से 31 मार्च, 2004 तक जिला सहकारी केन्द्रीय बैंक मर्यादित, सिवनी (मध्य प्रदेश) पर लागू नहीं होंगे।

[फा. सं. 1(7)/2003-ए.सी.]

मंगल मरांडी, अवर सचिव

New Delhi, the 13th March, 2003

S. O. 970.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on recommendation of the Reserve Bank of India declares that the provisions of sub-section (1) of Section 11 of the said Act shall not apply to Jila Sahakari Kendriya Bank Maryadit, Seoni (M.P.) from the date of publication of this notification in the Official Gazette to 31st March, 2004.

[F. No. 1(7)/2003-AC]

MANGAL MARNDI, Under Secy.

मानव संसाधन विकास मंत्रालय

(माध्यमिक तथा उच्चतर शिक्षा विभाग)

नई दिल्ली, 6 मार्च, 2003

का.आ. 971.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में मानव संसाधन विकास मंत्रालय (माध्यमिक तथा उच्चतर शिक्षा विभाग) के अन्तर्गत कार्यरत निम्नलिखित 10 केन्द्रीय विद्यालयों को, ऐसी संस्थाओं के रूप में, जिनमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

1. केन्द्रीय विद्यालय,
खानापारा, गुवाहाटी,
कामरूप (असम)
पिन: 781022.
2. केन्द्रीय विद्यालय नं.-1,
इटानगर,
डाकघर-नाहर लगन,
(अरुणाचल प्रदेश),
पिन: 791110.

3. केन्द्रीय विद्यालय,
वायु सेना स्थल,
बखशी का तालाब,
लखनऊ (उ.प्र.)
4. केन्द्रीय विद्यालय,
बी.एच.ई.एल. नगर,
हरिद्वार-249403.
5. केन्द्रीय विद्यालय,
छिंदवाड़ा (मध्य प्रदेश)
6. केन्द्रीय विद्यालय,
महासमुन्द (छत्तीसगढ़),
पिन : 493445.
7. केन्द्रीय विद्यालय,
किरन्दुल,
जिला-दन्तेवाड़ा,
छत्तीसगढ़-494556.
8. केन्द्रीय विद्यालय,
सीधी (मध्य प्रदेश),
पिन: 486661.
9. केन्द्रीय विद्यालय,
केन्द्रीय कर्मशाला,
जयन्त परियोजना,
जिला-सीधी (मध्य प्रदेश),
पिन: 486890.
10. केन्द्रीय विद्यालय,
अम्बिकापुर।
5. Kendriya Vidyalaya,
Chhindwara,
Madhya Pradesh.
6. Kendriya Vidyalaya,
Mahasamund (Chhattisgarh),
Pin: 493445.
7. Kendriya Vidyalaya,
Kirandul,
Distt. Dantewara,
Chhattisgarh-494556.
8. Kendriya Vidyalaya,
Seedhi (Madhya Pradesh),
Pin: 486661.
9. Kendriya Vidyalaya,
Central Workshop,
Jayant Project,
Dist. Seedhi (M.P.),
Pin: 486890.
10. Kendriya Vidyalaya,
Ambikapur.

[No. 11011-4/2003-O.L.U.]

D.P. BANDOONI, Director (O.L.)

नागर विमानन मंत्रालय

नई दिल्ली, 10 मार्च, 2003

का.आ. 972.—केन्द्रीय सरकार भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 का 55) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तत्काल प्रभाव से भारतीय विमानपत्तन प्राधिकरण के बोर्ड में डॉ. एस.एन.ए. जैदी, संयुक्त सचिव, नागर विमानन मंत्रालय और श्री टी.के. मित्रा, सुरक्षा आयुक्त (नागर विमानन), नागर विमानन सुरक्षा ब्यूरो, क्रमशः श्री अनुराग गोयल, संयुक्त सचिव और श्री वीरन्ना ऐवल्ली, पूर्व सुरक्षा आयुक्त (नागर विमानन), के स्थान पर अंशकालिक सदस्य के रूप में नियुक्ति करती है।

[संख्या एवी-24015/005/94-वीबी]

के. रामाकृष्णन, अवर सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Sec. & Higher Education)

New Delhi, the 6th March, 2003

S.O. 971.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Govt. hereby notifies the following 10 Kendriya Vidyalayas under the Ministry of Human Resource Development (Deptt. of Sec. & Higher Education) whose more than 80% members of the staff have acquired working knowledge of Hindi :—

1. Kendriya Vidyalaya,
Khanapara, Guwahati,
Kamroop (Assam),
Pin: 781022.
2. Kendriya Vidyalaya No. 1,
Itanagar,
P.O. Nahar Lagan,
Arunachal Pradesh,
Pin: 791110.
3. Kendriya Vidyalaya,
Air Force Station,
Baxi Lake,
Lucknow (U.P.)
4. Kendriya Vidyalaya,
B.H.E.L. Nagar,
Haridwar.

MINISTRY OF CIVIL AVIATION

New Delhi, the 10th March, 2003

S.O. 972.—In exercise of the powers conferred by Section 3 of the Airports Authority of India Act, 1994 (No. 55 of 1994), the Central Government hereby appoints Dr. S. N. A. Zaidi, Joint Secretary, Ministry of Civil Aviation and Shri T.K. Mitra, Commissioner of Security (Civil Aviation), Bureau of Civil Aviation Security as Part-time Members on the Board of Airports Authority of India vice Shri Anurag Goel, Joint Secretary and Shri Veeranna Aivalli, former Commissioner of Security (Civil Aviation) respectively with immediate effect.

[No. AV-24015/005/94-VB]

K. RAMAKRISHNAN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 17 मार्च, 2003

का. आ. 973.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 30 मार्च 2002 में पृष्ठ 3179 से पृष्ठ 3189 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 1092 तारीख 27 मार्च, 2002 में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना के इस अनुसूची में :-

- (क) पृष्ठ 3181 पर, स्तंभ 1 में गाँव "मोतीसरा" के सामने ;
- (i) स्तंभ 2 के सर्वेक्षण संख्या "185", में स्तंभ 4 में क्षेत्रफल "0-07", के स्थान पर क्षेत्रफल "1-10", रखा जाएगा ;
 - (ii) स्तंभ 2 के सर्वेक्षण संख्या "248", में स्तंभ 4 में क्षेत्रफल "0-01", के स्थान पर क्षेत्रफल "0-02", रखा जाएगा ;
 - (iii) स्तंभ 2 के सर्वेक्षण संख्या "248", स्तंभ 3 में भाग "1", में स्तंभ 4 में क्षेत्रफल "1-00", के स्थान पर क्षेत्रफल "1-09", रखा जाएगा ;
 - (iv) स्तंभ 2 के सर्वेक्षण संख्या "249", में स्तंभ 4 में क्षेत्रफल "0-03", के स्थान पर क्षेत्रफल "0-08", रखा जाएगा ;
- (ख) पृष्ठ 3182 पर, स्तंभ 1 में गाँव "राखी" के सामने ;
- (i) स्तंभ 2 के सर्वेक्षण संख्या "998", में स्तंभ 4 में क्षेत्रफल "0-03", के स्थान पर क्षेत्रफल "2-06", रखा जाएगा ;
 - (ii) स्तंभ 2 के सर्वेक्षण संख्या "995", स्तंभ 3 में (कार्ट ट्रेक सरकारी भूमि), में स्तंभ 4 में क्षेत्रफल "0-02", के स्थान पर क्षेत्रफल "0-06", रखा जाएगा ;
 - (iii) स्तंभ 2 के सर्वेक्षण संख्या "1043", के स्तंभ 4 में क्षेत्रफल "0-13", के स्थान पर क्षेत्रफल "0-19", रखा जाएगा ;
 - (iv) स्तंभ 2 के सर्वेक्षण संख्या "1038", भाग "5" स्तंभ 3 में "सड़क राखी से सिवाना सरकारी भूमि", में स्तंभ 4 में क्षेत्रफल "0-02", के स्थान पर, क्षेत्रफल "0-06", रखा जाएगा ;

- (v) स्तंभ 2 के सर्वेक्षण संख्या "1038", स्तंभ 3 में (बंजर सरकारी भूमि), में स्तंभ 4 में क्षेत्रफल "3-08", के स्थान पर क्षेत्रफल "5-04", रखा जाएगा ;

(ग) पृष्ठ 3183 पर स्तंभ 1 में गाँव "राखी" के सामने ;

- (i) स्तंभ 2 के सर्वेक्षण संख्या "810", स्तंभ 3 में भाग "2", में स्तंभ 4 में क्षेत्रफल "0-09", के स्थान पर क्षेत्रफल "1-16", रखा जाएगा ;
- (ii) स्तंभ 2 के सर्वेक्षण संख्या "614", में स्तंभ 4 में क्षेत्रफल "0-01", के स्थान पर क्षेत्रफल "1-07", रखा जाएगा ;

[फा. सं. आर-31015/23/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 17th March, 2003

S. O. 973.—In exercise of the powers conferred by sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O 1092 dated the 27th March, 2002, published at pages 3189 to 3198, in Part II, section 3, sub-section (ii) of the Gazette of India, dated the 30th March, 2002, namely:-

In this Schedule to the said notification:-

- (A) at page 3191, against Village "Motisara",
- (i) in Survey no. "185", in column 2, for the area "0-07" in column 4, the area "0-10", shall be substituted;
 - (ii) in Survey no. "248", in column 2, for the area "0-01" in column 4, the area "0-02", shall be substituted;
 - (iii) in Survey no. "248", in column 2, part '1', in column 3, for the area "1-00" in column 4, the area "1-09", shall be substituted;
 - (iv) in Survey no. "249", in column 2, for the area "0-03" in column 4, the area "0-08", shall be substituted;
- (B) at page 3192, against Village "Rakhi",
- (i) in Survey no. "998", in column 2, for the area "0-03" in column 4, the area "2-06", shall be substituted;
 - (ii) in Survey no. "995", in column 2, part "Cart Track G.L." in column 3, for the area "0-02" in column 4, the area "0-6", shall be substituted;
 - (iii) in Survey no. "1043", in column 2, for the area "0-13" in column 4, the area "0-19", shall be substituted;
 - (iv) in Survey no. "1038", in column 2, part "5 Road Rakhi to Siwana G.L.," in column 3, for the area "0-02" in column 4, the area "0-06", shall be substituted;
 - (iv) in Survey no. "1038", in column 2, part "Banjer G.L.," in column 3, for the area "3-08" in column 4, the area "5-04", shall be substituted;

(C) at page 3193, against Village "Rakhi",

- (i) in Survey no. "810", in column 2, part "2", in column 3, for the area "0-09" in column 4, the area "1-16", shall be substituted;
- (ii) in Survey no. "614", in column 2, for the area "0-01", the area "1-07", in column 4, shall be substituted;

[No. R-31015/23/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 17 मार्च, 2003

का. आ. 974.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 3239 तारीख 9 अक्टूबर, 2002 जो भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 12 अक्टूबर, 2002 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुरु गोबिन्दसिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुषंगी) द्वारा मुन्द्रा-भटिंडा अपरिष्कृत तेल पाइपलाइन परियोजना के माध्यम से गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन से पंजाब राज्य में भटिंडा तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 14 नवम्बर 2002 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पाइपलाइन बिछाने के लिए उक्त भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुषंगी) में निहित होगा।

अनुसूची

तहसील : सिवान		जिला : बाड़मेर		राज्य : राजस्थान	
क्रमा सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
1	राखी	1000		0	02
		1048	1	1	03
		1048		1	02
		1044		1	08
		1041		0	01
		1042		2	14
		1038	2	2	05
		1111		0	05
		763		3	18
		764		1	10
		781		0	11
		782		1	03
		783		1	04
		784	1	0	01
		784		0	14
		784	2	1	17
		789		1	11
		788		0	01
		798		2	05
		798	1	0	05
		797		1	03
		804		0	01
		805		2	16
		807		1	07
		809		1	06
		698	G.L.	0	04
		615		0	02

[फा. सं. आर-31015/23/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 17th March, 2003

S. O. 974.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.3239, dated the 9th October, 2002, published in Gazette of India dated the 12th October, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum products from crude oil terminal at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra-Bathinda crude oil pipeline by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas copies of the said Gazette notification were made available to the public on the 14th November, 2002;

And whereas, the competent authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government, after considering the said report and on being satisfied that the said land is required for laying pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited) free from all encumbrances.

SCHEDULE

Tehsil : Siwana

District : **Barmer**

State : Rajasthan

Name of Village	Survey No.	Part If Any	ROU - Area	
			Biga	Biswa
1	2	3	4	
Rakhi	1000		0	02
	1048	1	1	03
	1048		1	02
	1044		1	08
	1041		0	01
	1042		2	14
	1038	2	2	05
	1111		0	05
	763		3	18
	764		1	10
	781		0	11
	782		1	03
	783		1	04
	784	1	0	01
	784		0	14
	784	2	1	17
	789		1	11
	788		0	01
	798		2	05
	798	1	0	05
	797		1	03
	804		0	01
	805		2	16
	807		1	07

SCHEDULE

Tehsil : Siwana

District : Barmer

State : Rajasthan

Name of Village	Survey No.	Part If Any	ROU - Area	
			Biga	Biswa
1	2	3	4	
Rakhi	809		1	06
(Contd.)	698	G.L.	0	04
	615		0	02

[No. R-31015/23/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 17 मार्च, 2003

का. आ. 975.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 2351 तारीख 11 जुलाई 2002 जो भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 20 जुलाई, 2002 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा मुन्द्रा-भटिन्डा अपरिष्कृत तेल पाइपलाइन परियोजना के माध्यम से गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन से पंजाब राज्य में भटिन्डा तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी; और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 20 अगस्त 2002 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि, पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि पाइपलाइन बिछाने के लिए उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) में निहित होगा ।

अनुसूची

तहसील :- अन्जार

जिला :- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे संख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
भीमासर	622		00	19	80
	623	पैकी	00	15	36
	625/2		00	00	56
	624		00	18	66
	626		00	00	17
	627	पैकी	00	17	90
	627	पैकी	00	17	46
	628	पैकी	00	35	22
	628	पैकी	00	42	69
	-	मेटल रोड	00	01	90
	ट्रायंग 785	पैकी	00	15	70
	663		00	03	38
	671		00	00	35
	670		00	59	65
	664		00	27	83
	665	पैकी	00	22	53
	666		00	00	51
	ट्रायंग 785	पैकी	00	14	41
	-	कार्ट ट्रक	00	01	50
	715		00	36	92
	717		00	45	63
	-	नाला	00	03	91
	742		00	24	53
	741		00	23	06
	740	पैकी	00	00	37
	732		00	41	23
	733		00	00	39
	737		00	00	84
	736	पैकी	00	14	11
	-	नाला	00	01	03
	777		00	36	45
	776	पैकी	00	28	26
	ट्रायंग 785	पैकी	00	08	37
	35		00	29	97
	36		00	29	49
	40/1		00	23	55
	39		00	29	86

1	2	3	4		
भीमासर (जारी...)	ट्रार्क्स 785	पैकी	00	22	36
	17	पैकी	00	15	77
	17	पैकी	00	19	09
	17	पैकी	00	00	90
	787		00	18	38
	ट्रार्क्स 785	पैकी	00	03	09
	-	नाला	00	01	62
	ट्रार्क्स 785	पैकी	00	03	11
	79	पैकी	00	40	64
	79	पैकी	00	41	98
	81		00	41	75
	80	पैकी	00	04	33
	82		00	22	35
	91		00	46	94
	90		00	03	59
	89		00	14	98
	-	नाला	00	12	50
	93		00	28	28
	95		00	32	38
	98/2		00	23	22
	ट्रार्क्स 785	पैकी	00	00	52
	101		00	06	69
	100		00	23	77
पसुडा	99		00	53	62
	305		00	09	38
	306		00	08	73
	308		00	34	43
	307		00	00	31
	334		00	28	99
	335		00	11	71
	332		00	10	81
	336	पैकी	00	21	71
	337		00	07	24
	338/1		00	21	89
	342	पैकी	00	29	71
	346		00	06	55

1	2	3	4		
पसुडा (जारी...)	327/1		00	12	71
	326		00	09	35
	325		00	09	29
	348		00	40	48
	349		00	25	07
	352		00	09	73
	368/1		00	04	38
	368/2		00	14	10
	371/3		00	00	60
	366	पेकी	00	32	73
	363	पेकी	00	35	96
	380	पेकी गौचर	01	16	83
	380	पेकी कार्ट ट्रैक	00	06	81
	30		00	13	98
	31		00	15	33
	34		00	30	24
	33		00	39	22

[फा. सं. आर-31015/47/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 17th March, 2003

S. O. 975.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.2351 dated the 11th July 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 20th July 2002, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum products from crude oil terminal at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra-Bathinda crude oil pipeline by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas copies of the said Gazette notification were made available to the public on the 20th August 2002;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline and has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Limited. free from all encumbrances.

SCHEDULE

Taluka :- Anjar

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
Bhimasar	622		00	19	80
	623	P	00	15	36
	625/2		00	00	56
	624		00	18	66
	626		00	00	17
	627	P	00	17	90
	627	P	00	17	46
	628	P	00	35	22
	628	P	00	42	69
	-		00	01	90
	Trowers 785	P	00	15	70
	663		00	03	38
	671		00	00	35
	670		00	59	65
	664		00	27	83
	665	P	00	22	53
	666		00	00	51
	Trowers 785	P	00	14	41
	-		00	01	50
	715		00	36	92
	717		00	45	63
	-		00	03	91
	742		00	24	53
	741		00	23	06
	740	P	00	00	37

1	2	3	4		
Bhimasar (Contd...)	732		00	41	23
	733		00	00	39
	737		00	00	84
	736	P	00	14	11
	-		00	01	03
	777		00	36	45
	776	P	00	28	26
	Towers 785	P	00	08	37
	35		00	29	97
	36		00	29	49
	40/1		00	23	55
	39		00	29	86
	Towers 785	P	00	22	36
	17	P	00	15	77
	17	P	00	19	09
	17	P	00	00	90
	787		00	18	38
	Towers 785	P	00	03	09
	-		00	01	62
	Towers 785	P	00	03	11
	79	P	00	40	64
	79	P	00	41	98
	81		00	41	75
	80	P	00	04	33
	82		00	22	35
	91		00	46	94
	90		00	03	59
	89		00	14	96
	-		00	12	50
	93		00	28	28
	95		00	32	38
	98/2		00	23	22
	Towers 785	P	00	00	52
	101		00	06	69
	100		00	23	77
	99		00	53	62

Taluka :- Anjar

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
Pasuda	305		00	09	38
	306		00	08	73
	308		00	34	43
	307		00	00	31
	334		00	28	99
	335		00	11	71
	332		00	10	81
	336	P	00	21	71
	337		00	07	24
	338/1		00	21	89
	342	P	00	29	71
	346		00	06	55
	327/1		00	12	71
	326		00	09	35
	325		00	09	29
	348		00	40	48
	349		00	25	07
	352		00	09	73
	368/1		00	04	38
	368/2		00	14	10
	371/3		00	00	60
	366	P	00	32	73
	363	P	00	35	96
	380	P	00	16	83
	380	P	00	06	81
	30		00	13	98
	31		00	15	33
	34		00	30	24
	33		00	39	22

[No. R-31015/47/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 17 मार्च, 2003

का. आ. 976.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 2352 तारीख 11 जुलाई 2002 जो भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 20 जुलाई 2002 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा मुन्द्रा-भटिन्डा अपरिष्कृत तेल पाइपलाइन परियोजना के माध्यम से गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन से पंजाब राज्य में भटिन्डा तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 17 सितम्बर 2002 को उपलब्ध करा दी गई थी ;

और, पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया और उन्हें अननुज्ञात कर दिया गया है ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि पाइपलाइन बिछाने के लिए उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) में निहित होगा ।

अनुसूची

तहसील :- अन्जार

जिला :- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे सँख्या	भाग यदी है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
चन्द्राडा	ट्रावर्स 600	पैकी	00	33	25
	249		00	29	55
	ट्रावर्स 600	पैकी	00	45	39
	254		00	07	74
	ट्रावर्स 600	पैकी	00	45	83

1	2	3	4		
चन्द्राडा (जारी...)	ट्रार्क्स 600	पैकी	00	29	23
	268		00	07	35
	266		00	20	05
	ट्रार्क्स 600	पैकी	00	11	77
	271		00	22	80
	272/1	पैकी	00	20	78
	ट्रार्क्स 600	पैकी	00	28	65
	273		00	29	62
	ट्रार्क्स 600	पैकी	00	02	90
	279/1		00	33	25
	279/3	पैकी	00	11	65
	280		00	00	19
	277		00	14	62
	276/1-B		00	42	49
	282		00	19	78
	283		00	33	88
	-	नदी	00	05	73
	ट्रार्क्स 600	पैकी	00	17	56
	-	कार्ट ट्रैक	00	00	35
	436		00	12	89
	-	नाला	00	01	97
	422		00	31	61
	-	कार्ट ट्रैक	00	01	03
	435/4		00	18	86
	434/3		00	11	78
	434/1		00	16	30
	444/2		00	32	27
	444/4		00	18	12
	444/3		00	21	51
	-	कार्ट ट्रैक	00	01	81
	488		00	00	75
	487/1		00	18	79
	487/2		00	19	74
	485/1		00	15	15
	485/2		00	04	00
	-	नाला	00	03	80
	478	पैकी	00	06	70
	477		00	14	71
	475/1		00	21	23
	476		00	18	91
	470		00	12	81
	469		00	15	31
	468		00	19	33
	455	पैकी	00	27	65
	457		00	04	43
	456		00	20	82

New Delhi, the 17th March, 2003

S. O. 976.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.2352 dated the 11th July 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 20th July 2002, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum products from crude oil terminal at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra-Bathinda crude oil pipeline by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas copies of the said Gazette notification were made available to the public on the 17th September 2002;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited) free from all encumbrances.

SCHEDULE

Taluka :- Anjar

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
Chandroda	Trowers 600	P	00	33	25
	249		00	29	55
	Trowers 600	P	00	45	39
	254		00	07	74
	Trowers 600	P	00	45	83
	Trowers 600	P	00	29	23
	268		00	07	35
	266		00	20	05
	Trowers 600	P	00	11	77
	271		00	22	80
	272/1	P	00	20	78

1	2	3	4		
Chandroda (Contd.)	Towers 600	P	00	28	65
	273		00	29	62
	Towers 600	P	00	02	90
	279/1		00	33	25
	279/3	P	00	11	65
	280		00	00	19
	277		00	14	62
	276/1-B		00	42	49
	282		00	19	78
	283		00	33	88
	-		00	05	73
	Towers 600	P	00	17	56
	-		00	00	35
	436		00	12	89
	-		00	01	97
	422		00	31	61
	-		00	01	03
	435/4		00	18	86
	434/3		00	11	78
	434/1		00	16	30
	444/2		00	32	27
	444/4		00	18	12
	444/3		00	21	51
	-		00	01	81
	488		00	00	75
	487/1		00	18	79
	487/2		00	19	74
	485/1		00	15	15
	485/2		00	04	00
	-		00	03	80
	478	P	00	06	70
	477		00	14	71
	475/1		00	21	23
	476		00	18	91
	470		00	12	81
	469		00	15	31
	468		00	19	33
	455	P	00	27	65
	457		00	04	43
	456		00	20	82

[No. R-31015/47/2001-O.R.-II]
HARISH KUMAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 3 मार्च, 2003

का. आ. 977.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैंडर्ड चार्टर्ड बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम-लेबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई. डी. नं. 36/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-02-2003 को प्राप्त हुआ था।

[सं. एल-12012/451/99-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 3rd March, 2003

S.O. 977.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 36/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Bank and their workman, which was received by the Central Government on 28-02-2003.

[No. L-12012/451/99-IR(B.1)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**

Monday, the 24th February, 2003

Present : K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 36/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 80/2000)

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the Management of Standard Chartered Bank]

BETWEEN :

Shri M. Rajendran : I Party/Workman

AND1. The Regional Director, : II Party/Management
HR(MESA) Standard
Chartered Bank, Mumbai2. The Manager.
Standard Chartered Bank,
Chennai.**APPEARANCES :**For the Workman : M/s. K. Desingh,
S. Arunachalam,
& C. Reghurajan,
AdvocatesFor the Management : M/s. T. S. Gopalan &
Co., Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-12012/451/99-IR(B-1) dated 14-02-2000.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 80.2000. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 36/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 23-01-2001 and to prosecute this case further. Accordingly, they have appeared and prosecuted this case further.

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Standard Chartered bank in terminating the services of the workman Sri M. Rajendran with effect from 31-07-1999 is justified? If not, to what relief is he entitled?”

2. This industrial dispute has been raised by the Petitioner against the management of Standard Chartered Bank. Challenging the action of the management for terminating the services of the Petitioner w.e.f. 31-07-1999 as illegal and unjustified.

3. One Sri M. Solai, the Petitioner in I.D. No. 37/2001 has given evidence as a common witness WW1 for all these cases I.D. Nos. 30 to 37/2001. The documents relied upon by the Petitioners have been marked separately in their respective cases as Workmen's exhibits.

4. When the matter is pending enquiry, an attempt has been made by both the parties to arrive at a settlement of these disputes amicably among themselves. A joint memo has been filed by the parties to the dispute contending that both the parties are agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing his claim for the employment and that additional monetary compensation for petitioner can be considered on humanitarian grounds and fixation of additional monetary compensation payable to the Petitioners may be left with the decision of the Hon'ble Tribunal and the decision given by this Tribunal awarding compensation to the Petitioners shall not be challenged

or questioned by either of the parties before any Court and that the Tribunal also mention a date within which the additional compensation to be paid to the Petitioner and this Hon'ble Tribunal can pass an award on the basis of the joint memo. This joint memo has been recorded.

5. In the joint memo, it is mentioned that the Petitioner has been put in six years of service and his last drawn wage was Rs. 2,400/- per month and the Petitioner was paid Rs. 9,600/- at the time of settling his dues.

6. While advancing arguments on the side of the Petitioner, the learned counsel for the Petitioner has filed a memo along with the xerox copy of 2A petitions filed by two other workmen against the same management of Standard Chartered and Grindlays Bank and also the xerox copy of the cheques issued to those Petitioners by the bank while amicably settling their claims. They are one Mr. Mathivanan and the another Mr. Elumalai, who were working as supplier and cook respectively and their last drawn salary was Rs. 1400/- and Rs. 2200/- respectively per month and they have put in service of 8 years and 7 years respectively. Each of them was given a monetary compensation of Rs. 1,25,000/- against their claim of reinstatement in service. This has not been denied by the Respondent/Bank management.

7. Learned counsel for the Respondent/Bank relying upon judgement of the Supreme Court reported as 1986 II LLJ 509 between O. P. BHANDARI and INDIAN TOURISM DEVELOPMENT CORPORATION AND OTHERS wherein the Hon'ble Supreme Court has pointed out that "*compensation equivalent of 3.33 years salary on the basis of last drawn pay and allowances would be a reasonable amount to award in lieu of reinstatement.*" In that case, the concerned employee had eight years of service for his superannuation. Considering all the aspects, the Supreme Court was of the view that 50% of the annual salary and allowances can be taken into consideration in fixing up the quantum of compensation.

8. So on the basis of the representation made by the learned counsel on either side, the following Award is passed as Settlement Award :—

This Tribunal is of the considered opinion that compensation equivalent to 50% of the total salary of the workman calculated on the basis of the total years of service to that of his last drawn pay can be a reasonable amount that can be awarded as a monetary compensation in lieu of the reinstatement in service. In that total amount calculated, the amount that has already been paid to the Petitioner has to be deducted and the balance amount has to be paid to the Petitioner by the Respondent/Bank Management within a period of one month, failing which the Respondent shall pay that amount inclusive of interest at the rate of 12% per annum, from this date till the date of payment.

9. The Petitioner Sri M. Rajendran had put in six years of service and had drawn Rs. 2,400/- per month as his last drawn pay and he was paid Rs. 9,600/- at the time of settling his dues, as per the joint memo filed by both the parties.

10. For 6 years of service on the basis of last drawn pay Rs. 2,400/- per month, the total amount comes to Rs. 1,72,800/- Out of which 50% is Rs. 86,400/- In this, the amount he has been paid at the time of settling his dues by the Respondent/Bank Rs. 9,600/- has to be deducted and the balance amount of Rs. 76,800/- (Rupees Seventy Six Thousand Eight Hundred only) has been fixed as additional monetary compensation to be paid by the Respondent/Bank management within a period of one month from this date, failing which the Respondent/Bank shall pay interest at the rate of 12% per annum to this additional monetary compensation from this date till the date of its actual payment to the Petitioner.

11. The Joint Memo filed by both the parties dated 2nd December, 2002 shall form part of this Award.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th February, 2003.)

K. KARTHIKEYAN, Presiding Officer

Encl : Copy of Joint Memo
dated 2-2-2002.

Witnesses Examined :—

For the I Party/Workman : WW1 Sri Solai—common
witness for ID Nos. 30
to 37/2001

For the II Party/Management : None

Documents Exhibited :—

For the I Party/Workman :—

Ex.No.	Date	Description
W1	30-7-99	Xerox copy of the legal notice sent by Petitioner to Respondent.
W2	31-7-99	Xerox copy of the termination notice sent by Respondent with cheque.
W3	20-8-99	Xerox copy of the legal notice sent by Respondent to Petitioner.
W4	10-1-2000	Xerox copy of the legal notice sent by Petitioner to Respondent.

For the II Party/Management :— Nil

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, CHENNAI

C.G. I. D. NO. 36 OF 2001

M. Rajendran : Petitioner

Vs.

Standard Chartered Grindlays Bank : Respondent

JOINT MEMO FILED BY THE PARTIES

1. It is agreed that the Petitioner has served the respondent for six years on the date of cessation of engagement. His last drawn wage was Rs. 2400/- per month. The Petitioner was paid Rs. 9,600/- at the time of settling his dues.

2. It is agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing his claim for employment.

3. It is agreed that the Petitioner could on humanitarian grounds, be considered for additional monetary compensation.

4. It is agreed that the question of additional monetary compensation payable to the Petitioner may be left to the decision of this Hon'ble Tribunal.

5. It is agreed that any decision given by this Hon'ble Tribunal awarding compensation shall not be challenged or called in question by either of the parties before any Forum.

6. It is also agreed that the Tribunal will also mention the date, within which the additional compensation to be paid to the Petitioner.

7. It is agreed that this Memo may be kept as part of the record of this Hon'ble Tribunal and an award may be made on the basis of this Memo.

Dated at Chennai, this the 2nd day of December, 2002.

Sd./-

Counsel for Petitioner

Counsel for Respondent

नई दिल्ली, 3 मार्च, 2003

का. आ. 978.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैण्डर्ड चार्टेड बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लैबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई. डी. नं. 35/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-02-2003 को प्राप्त हुआ था।

[सं. एल-12012/450/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd March, 2003

S.O. 978.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 35/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Bank and their

workman, which was received by the Central Government on 28-02-2003.

[No. L-12012/450/99-IR(B.1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 24th February, 2003

Present : K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 35/2001

(Tamil Nadu State Industrial Tribunal I.D. No.81/2000)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the Management of Standard Chartered Bank].

BETWEEN :

Mrs. Selvi (a) Tamil Selvi : I Party/Workman

AND

1. The Regional Director, : II Party/Management
HR(MESA) Standard
Chartered Bank, Mumbai.

2. The Manager,
Standard Chartered Bank,
Chennai.

APPEARANCE :

For the Workman : M/s. K. Desingh,
S. Arunachalam,
& C. Reghurajan,
Advocates

For the Management : M/s. T. S. Gopalan &
Co., Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-12012/450/99-IR(B-I) dated 14-02-2000.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 81/2000. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 35/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this

Tribunal, with a direction to appear before this Tribunal on 23-01-2001 and to prosecute this case further. Accordingly, they have appeared and prosecuted this case further.

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Standard Chartered bank in terminating the services of the workman Mrs. Selvi (a) Tamil Selvi with effect from 31-07-1999 is justified? If not, to what relief is she entitled?”

2. This industrial dispute has been raised by the Petitioner against the management of Standard Chartered Bank. Challenging the action of the management for terminating the services of the Petitioner w.e.f. 31-07-1999 as illegal and unjustified.

3. One Sri M. Solai, the Petitioner in I.D. No. 37/2001 has given evidence as a common witness WW1 for all these cases I.D. Nos. 30 to 37/2001. The documents relied upon by the Petitioners have been marked separately in their respective cases as Workmen's exhibits.

4. When the matter is pending enquiry, an attempt has been made by both the parties to arrive at a settlement of these disputes amicably among themselves. A joint memo has been filed by the parties to the dispute contending that both the parties are agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing her claim for employment and that additional monetary compensation for petitioner can be considered on humanitarian grounds and fixation of additional monetary compensation payable to the Petitioners may be left with the decision of the Hon'ble Tribunal and the decision given by this Tribunal awarding compensation to the Petitioners shall not be challenged or questioned by either of the parties before any Court and that the Tribunal also mention a date within which the additional compensation to be paid to the Petitioner and this Hon'ble Tribunal can pass an award on the basis of the joint memo. This joint memo has been recorded.

5. In the joint memo, it is mentioned that the Petitioner has put in nine years of service and her last drawn wage was Rs. 2,400/- per month and the Petitioner was paid Rs. 8,400/- at the time of settling her dues.

6. While advancing arguments on the side of the Petitioner, the learned counsel for the Petitioner has filed a memo along with the xerox copy of 2A petitions filed by two other workman against the same management of Standard Chartered and Grindlays bank and also the xerox copy of the cheques issued to those Petitioners by the bank while amicably settling their claims. They are one Mr. Mathivanan and the another Mr. Elumalai, who were

working as supplier and cook respectively and their last drawn salary was Rs.1400/- and Rs.2200/- respectively per month and they have put in service of 8 years and 7 years respectively. Each of them was given a monetary compensation of Rs.1,25,000/- against their claim of reinstatement in service. This has not been denied by the Respondent/Bank management.

7. Learned counsel for the Respondent/Bank relying upon judgement of the Supreme Court reported as 1986 II LLJ 509 between O. P. BHANDARI and INDIAN TOURISM DEVELOPMENT CORPORATION AND OTHERS wherein the Hon'ble Supreme Court has pointed out that “*compensation equivalent of 3.33 years salary on the basis of last drawn pay and allowances would be a reasonable amount to award in lieu of reinstatement.*” In that case, the concerned employee had eight years of service for his superannuation. Considering all the aspects, the Supreme Court was of the view that 50% of the annual salary and allowances can be taken into consideration in fixing up the quantum of compensation.

8. So on the basis of the representation made by the learned counsel on either side, the following Award is passed as Settlement Award :—

This Tribunal is of the considered opinion that compensation equivalent to 50% of the total salary of the workman calculated on the basis of the total years of service to that of his last drawn pay can be a reasonable amount that can be awarded as a monetary compensation in lieu of the reinstatement in service. In that total amount calculated, the amount that has already been paid to the Petitioner has to be deducted and the balance amount has to be paid to the Petitioner by the Respondent/Bank Management within a period of one month, failing which the Respondent shall pay that amount inclusive of interest at the rate of 12% per annum, from this date till the date of payment.

9. The Petitioner Mrs. Selvi (a) Tamil Selvi had put in nine years of service and had drawn Rs.2,400/- per month as her last drawn pay and she was paid Rs. 8,400/- at the time of settling her dues, as per the joint memo filed by both the parties.

10. For 9 years of service on the basis of last drawn pay Rs.2,400/- per month, the total amount comes to Rs. 2,59,200/- Out of which 50% is Rs.1,29,600/- In this, the amount she has been paid at the time of settling her dues by the Respondent/Bank Rs.8,400/- has to be deducted and the balance amount of Rs.1,21,200/- (Rupees One Lakh Twenty One Thousand Two Hundred only) has been fixed as additional monetary compensation to be paid by the Respondent/ Bank management within a period of one month from this date, failing which the Respondent/ Bank shall pay interest at the rate of 12% per annum to this additional monetary compensation from this date till the date of its actual payment to the Petitioner.

11. The Joint Memo filed by both the parties dated 2nd December, 2002 shall form part of this Award.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th February, 2003.)

K. KARTHIKEYAN, Presiding Officer

Encl : Copy of Joint Memo dated 2-2-2002.

Witnesses Examined :—

For the I Party/Workman : WW1 Sri M. Solai—Common witness for ID Nos. 30 to 37/2001

For the II Party/Management : None

Documents Exhibited :—

For the I Party/Workman :—

Ex.No.	Date	Description
W1	30-7-99	Xerox copy of the legal notice sent by Petitioner to Respondent.
W2	31-7-99	Xerox copy of the termination notice sent by Respondent with cheque.
W3	20-8-99	Xerox copy of the legal notice sent by Respondent to Petitioner.
W4	10-1-2000	Xerox copy of the legal notice sent by Petitioner to Respondent.

For the II Party/Management :— Nil

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL, CHENNAI

C.G.I.D. NO. 35 OF 2001

Ms. S. Selvi alias tamil Selvi : Petitioner

vs.

Standard Chartered Grindlays Bank : Respondent

JOINT MEMO FILED BY THE PARTIES

1. It is agreed that the Petitioner has served the Respondent for nine years on the date of cessation of engagement. Her last drawn wage was Rs. 2400/- per month. The Petitioner was paid Rs. 8,400/- at the time of settling her dues.

2. It is agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing her claim for employment.

3. It is agreed that the Petitioner could on humanitarian grounds, be considered for additional monetary compensation.

4. It is agreed that the question of additional monetary compensation payable to the Petitioner may be left to the decision of this Hon'ble Tribunal.

5. It is agreed that any decision given by this Hon'ble Tribunal awarding compensation shall not be

challenged or called in question by either of the parties before any Forum.

6. It is agreed that the Tribunal will also mention the date, within which the additional compensation to be paid to the Petitioner.

7. It is agreed that this Memo may be kept as part of the record of this Hon'ble Tribunal and an award may be made on the basis of this Memo.

Dated at Chennai, this the 2nd day of December, 2002.

Sd/-
Counsel for Petitioner

Sd/-
Counsel for Respondent

नई दिल्ली, 3 मार्च, 2003

का. आ. 979.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैण्डर्ड चार्टर्ड बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम-लैबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई. डी. नं. 34/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-02-2003 को प्राप्त हुआ था।

[सं. एल-12012/449/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd March, 2003

S.O. 979.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 34/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Bank and their workman, which was received by the Central Government on 28-02-2003.

[No. L-12012/449/99-IR(B.I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 24th February, 2003

Present : K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 34/2001

(Tamil Nadu State industrial Tribunal I.D. No. 82/2000)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the Management of Standard Chartered Bank)

BETWEEN :

Mrs. D. Lalitha : I Party/Workman
AND

1. The Regional Director, : II Party/Management
HR(MESA) Standard
Chartered Bank, Mumbai.
2. The Manager,
Standard Chartered Bank,
Chennai.

APPEARANCE :

For the Workman : M/s. K. Desingh,
S. Arunachalam,
& C. Raghuramjan,
Advocates.
For the Management : M/s. T. S. Gopalan &
Co., Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-12012/449/99-IR(B-1) dated 14-02-2000.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 82/2000. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 34/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 22-01-2001 and to prosecute this case further. Accordingly, they have appeared and prosecuted this case further.

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

"Whether the action of the management of Standard Chartered Bank in terminating the services of the workman Mrs. D. Lalitha with effect from 31-07-1999 is justified? If not, to what relief is she entitled?"

2. This industrial dispute has been raised by the Petitioner against the management of Standard Chartered Bank, challenging the action of the management for terminating the services of the Petitioner w.e.f. 31-07-1999 as illegal and unjustified.

3. One Sri M. Solai, the Petitioner in I.D. No. 37/2001 has given evidence as a common witness WW1

for all these cases I.D. Nos. 30 to 37/2001. The documents relied upon by the Petitioners have been marked separately in their respective cases as workmen's exhibits.

4. When the matter is pending enquiry, an attempt has been made by both the parties to arrive at a settlement of these disputes amicably among themselves. A joint memo has been filed by the parties to the dispute contending that both the parties are agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing her claim for employment and that additional monetary compensation for the petitioner can be considered on humanitarian grounds and fixation of additional monetary compensation payable to the Petitioners may be left with the decision of the Hon'ble Tribunal and the decision given by this Tribunal awarding compensation to the Petitioner shall not be challenged or questioned by either of the parties before any Court and that the Tribunal also mention a date within which the additional compensation to be paid to the Petitioner and this Hon'ble Tribunal can pass an award on the basis of the joint memo. This joint memo has been recorded.

5. In the joint memo, it is mentioned that the Petitioner has been put in nine years of service and her last drawn wage was Rs. 2,400/- per month and the Petitioner was paid Rs. 8,400/- at the time of settling her dues.

6. While advancing arguments on the side of the Petitioner, the learned counsel for the Petitioner has filed a memo along with the xerox copy of 2A petitions filed by two other workmen against the same management of Standard Chartered and Grindlays Bank and also the xerox copy of the cheques issued to those Petitioners by the bank while amicably settling their claims. They are one Mr. Mathivanan and the another Mr. Elumalai, who were working as supplier and cook respectively and their last drawn salary was Rs. 1400/- and Rs. 2200/- respectively per month and they have put in service of 8 years and 7 years respectively. Each of them was given a monetary compensation of Rs. 1,25,000/- against their claim of reinstatement in service. This has not been denied by the Respondent/Bank management.

7. Learned counsel for the Respondent/Bank relying upon judgement of the Supreme Court reported as 1986 II LLJ 509 between O. P. BHANDARI and INDIAN TOURISM DEVELOPMENT CORPORATION AND OTHERS wherein the Hon'ble Supreme Court has pointed out that "compensation equivalent of 3.33 years salary on the basis of last drawn pay and allowances would be a reasonable amount to award in lieu of reinstatement." In that case, the concerned employee had eight years of service for his superannuation. Considering all the aspects, the Supreme Court was of the view that 50% of the annual salary and allowances can be taken into consideration in fixing up the quantum of compensation.

8. So on the basis of the representation made by the learned counsel on either side, the following Award is passed as Settlement Award :—

This Tribunal is of the considered opinion that compensation equivalent to 50% of the total salary of the workman calculated on the basis of the total years of service to that of her last drawn pay can be a reasonable amount that can be awarded as a monetary compensation in lieu of the reinstatement in service. In that total amount calculated, the amount that has already been paid to the Petitioner has to be deducted and the balance amount has to be paid to the Petitioner by the Respondent/Bank Management within a period of one month, failing which the Respondent shall pay that amount inclusive of interest at the rate of 12% per annum, from this date till the date of payment.

9. The Petitioner Mrs. D. Lalitha had put in nine years of service and had drawn Rs.2,400/- per month as her last drawn pay and she was paid Rs.8,400/- at the time of settling her dues, as per the joint memo filed by both the parties.

10. For 9 years of service on the basis of last drawn pay Rs.2,400/- per month, the total amount comes to Rs.2,59,200/- Out of which 50% is Rs.1,29,600/- In this, the amount she has been paid at the time of settling her dues by the Respondent/Bank Rs.8,400/- has to be deducted and the balance amount of Rs.1,21,200/- (Rupees One Lakh Twenty One Thousand Two Hundred only) has been fixed as additional monetary compensation to be paid by the Respondent/Bank management within a period of one month from this date, failing which the Respondent/Bank shall pay interest at the rate of 12% per annum to this additional monetary compensation from this date till the date of its actual payment to the Petitioner.

11. The Joint Memo filed by both the parties dated 2nd December, 2002 shall form part of this Award.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th February, 2003.)

K. KARTHIKEYAN, Presiding Officer

Encl : Copy of Joint Memo dated 2-2-2002.

Witnesses Examined :—

For the I Party/Workman : WW1 Sri M. Solai common witness for ID Nos. 30 to 37/2001

For the II Party/Management : None

Documents Exhibited :—

For the I Party/Workman :—

Ex.No.	Date	Description
W1	30-7-99	Xerox copy of the legal notice sent by Petitioner To Respondent.
W2	31-7-99	Xerox copy of the termination notice sent by Respondent with cheque.
W3	20-8-99	Xerox copy of the legal notice sent by Respondent to Petitioner.
W4	10-1-2000	Xerox copy of the legal notice sent by Petitioner to Respondent

For the Respondent/Management :— Nil

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, CHENNAI

C.G. I. D. NO. 34 of 2001

Ms. D. Lalitha : Petitioner

Vs.

Standard Chartered Grindlays Bank : Respondent

JOINT MEMO FILED BY THE PARTIES

1. It is agreed that the Petitioner has served the respondent for nine years on the date of cessation of engagement. Her last drawn wage was Rs. 2400/- per month. The Petitioner was paid Rs. 8,400/- at the time of settling her dues.

2. It is agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing her claim for employment.

3. It is agreed that the Petitioner could on humanitarian grounds, be considered for additional monetary compensation.

4. It is agreed that the question of additional monetary compensation payable to the Petitioner may be left to the decision of this Hon'ble Tribunal.

5. It is agreed that any decision given by this Hon'ble Tribunal awarding compensation shall not be challenged or called in question by either of the parties before any Forum.

6. It also is agreed that the Tribunal will also mention the date, within in which the additional compensation to be paid to the Petitioner.

7. It is agreed that this Memo may be kept as part of the record of this Hon'ble Tribunal and an award may be made on the basis of this Memo.

Dated at Chennai, this the 2nd day of December, 2002.

Sd/-

Counsel for Petitioner

Sd/-

Counsel for Respondent

नई दिल्ली, 3 मार्च, 2003

का. आ. 980.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार स्टैंडर्ड चार्टर्ड बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम-लेबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई.डी. नं. 33/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2003 को प्राप्त हुआ था।

[सं. एल-12012/448/99-आई. आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 3rd March, 2003

S.O. 980.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 33/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Bank and their workman, which was received by the Central Government on 28-2-2003.

[No. L-12012/448/99-IR(B.1)]

AJAY KUMAR, Desk Officer.

ANNEXUREBEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 24th February, 2003

Present : K. KARTHIKEYAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 33/2001

(Tamil Nadu State Industrial Tribunal I.D.No.83/2000)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the management of Standard Chartered Bank]

BETWEEN

Shri G. Venu : I Party/Workman

AND

1. The Regional Director, : II Party/Management
HR(MESA) Standard
Chartered Bank,
Mumbai.

2. The Manager,
Standard Chartered
Bank, Chennai.

Appearance :

For the Workman : M/s. K. Desingh, S.
Anunachalam, & C.
Reghurajan, Advocates

For the Management : M/s. T. S. Gopalan & Co.,
Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No.L-12012/448/99/IR (B-I) dated 14-02-2000.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as ID No. 83/2000. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal, to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No.33/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 22-01-2001 and to prosecute this case further. Accordingly, they have appeared and prosecuted this case further.

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Standard Chartered Bank in terminating the services of the workman Sri G.Venu with effect from 31-07-1999 is justified? If not, to what relief is he entitled?”

2. This industrial dispute has been raised by the Petitioner against the management of Standard Chartered Bank, challenging the action of the management for terminating the services of the Petitioner w.e.f. 31-07-1999 as illegal and unjustified.

3. One Sri M. Solai, the Petitioner in I.D.No.37/2001 has given evidence as a common witness WW1 for all these cases I.D.Nos.30 to 37/2001. The documents relied upon by the Petitioners have been marked separately in their respective cases as workmen's exhibits.

4. When the matter is pending enquiry, an attempt has been made by both the parties to arrive at a settlement of these disputes amicably among themselves. A joint memo has been filed by the parties to the dispute contending that both the parties are agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing his claim for employment and that additional monetary compensation for the petitioner can be considered on humanitarian grounds and fixation of additional monetary compensation payable to the Petitioners may be left with the decision of the Hon'ble Tribunal and the decision given by this Tribunal awarding compensation to the Petitioner shall not be challenged or questioned by either of the parties

before any Court and that the Tribunal also mention a date within which the additional compensation to be paid to the Petitioner and this Hon'ble Tribunal can pass an award on the basis of the joint memo. This joint memo has been recorded.

5. In the joint memo, it is mentioned that the Petitioner has put in six years of service and his last drawn wage was Rs. 2,400/- per month and the Petitioner was paid Rs. 3,600/- at the time of settling his dues.

6. While advancing arguments on the side of the Petitioner, the learned counsel for the Petitioner has filed a memo along with the xerox copy of 2A petitions filed by two other workmen against the same management of Standard Chartered and Grindlays Bank and also the xerox copy of the cheques issued to those Petitioners by the bank while amicably settling their claims. They are one Mr. Mathivanan and the another Mr. Elumalai, who were working as supplier and cook respectively and their last drawn salary was Rs. 1400 and Rs. 2200 respectively per month and they have put in service of 8 years and 7 years respectively. Each of them was given a monetary compensation of Rs. 1,25,000 against their claim of reinstatement in service. This has not been denied by the Respondent/Bank management.

7. Learned counsel for the Respondent/Bank relying upon judgement of the Supreme Court reported as 1986 II LLJ 509 between O.P. BHANDARI and INDIAN TOURISM DEVELOPMENT CORPORATION AND OTHERS wherein the Hon'ble Supreme Court has pointed out that "*compensation equivalent of 3.33 years salary on the basis of last drawn pay and allowances would be a reasonable amount to award in lieu of reinstatement.*" In that case, the concerned employee had eight years of service for his superannuation. Considering all the aspects, the Supreme Court was of the view that 50% of the annual salary and allowances can be taken into consideration in fixing up the quantum of compensation.

8. So on the basis of the representation made by the learned counsel on either side, the following Award is passed as Settlement Award :—

This Tribunal is of the considered opinion that compensation equivalent to 50% of the total salary of the workman calculated on the basis of the total years of service to that of his last drawn pay can be a reasonable amount that can be awarded as a monetary compensation in lieu of the reinstatement in service. In that total amount calculated, the amount that has already been paid to the Petitioner has to be deducted and the balance amount has to be paid to the Petitioner by the Respondent/Bank Management within a period of one month, failing which the Respondent shall pay that amount inclusive of interest at the rate of 12% per annum, from this date till the date of payment.

9. The Petitioner Sri G. Venu had put in six years of service and had drawn Rs. 2,400 per month as his last drawn pay and he was paid Rs. 3,600 at the time of settling his dues, as per the joint memo filed by both the parties.

10. For 6 years of service on the basis of last drawn pay Rs. 2,400 per month, the total amount comes to Rs. 1,72,800. Out of which 50% is Rs. 86,400. In this, the amount he has been paid at the time of settling his dues by the Respondent/Bank Rs. 3,600 has to be deducted and the balance amount of Rs. 82,800 (Rupees Eighty Two Thousand Eight Hundred only) has been fixed as additional monetary compensation to be paid by the Respondent/Bank management within a period of one month from this date, failing which the Respondent/Bank shall pay interest at the rate of 12% per annum to this additional monetary compensation from this date till the date of its actual payment to the Petitioner.

11. The Joint Memo filed by both the parties dated 2nd December, 2002 shall form part of this Award.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th February, 2003.)

K. KARTHIKEYAN, Presiding Officer

End: Copy of Joint Memo
dated 02-02-2002.

Witnesses Examined:—

For the I Party/Workman : WW1 Sri M. Solai—common witness for ID Nos. 30 to 37/2001.

For the II Party/
Management : None

Documents Exhibited :—

For the I Party/Workman :—

Ex. No.	Date	Description
W1	30-07-99	Xerox copy of the legal notice sent by Petitioner To Respondent.
W2	31-07-99	Xerox copy of the termination notice sent by Respondent with cheque.
W3	20-08-99	Xerox copy of the legal notice sent by Respondent to Petitioner.
W4	10-01-2000	Xerox copy of the notice sent by Petitioner to Respondent.

For the II Party/Management :— Nil

ANNEXURE

New Delhi, the 3rd March, 2003

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CHENNAI.

C.G.I.D. No.33 of 2001

G.Venu ... Petitioner

Vs.

Standard Chartered Grindlays ... Respondent
Bank.**JOINT MEMO FILED BY THE PARTIES**

1. It is agreed that the Petitioner has served the Respondent for six years on the date of cessation of engagement. His last drawn wage was Rs.2400 per month. The Petitioner was paid Rs.3,600 at the time of settling his dues.

2. It is agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing his claim for employment.

3. It is agreed that the Petitioner could on humanitarian grounds, be considered for additional monetary compensation.

4. It is agreed that the question of additional monetary compensation payable to the Petitioner may be left to the decision of this Hon'ble Tribunal.

5. It is agreed that any decision given by this Hon'ble Tribunal awarding compensation shall not be challenged or called in question by either of the parties before any Forum.

6. It is also agreed that the Tribunal will also mention the date, within in which the additional compensation to be paid to the Petitioner.

7. It is agreed that this Memo may be kept as part of the record of this Hon'ble Tribunal and an award may be made on the basis of this Memo.

Dated at Chennai, this the 2nd day of December, 2002.

Sd/-

Sd/-

Counsel for Petitioner

Counsel for Respondent

नई दिल्ली, 3 मार्च, 2003

का. आ. 981.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैंडर्ड चार्टर्ड बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम-लेबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई.डी.नं. 32/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-02-2003 को प्राप्त हुआ था।

[सं. एल-12012/447/99-आई. आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

S.O. 981.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D. No. 32/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Bank and their workman, which was received by the Central Government on 28-2-2003.

[No.L-12012/447/99-IR(B.1)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**

Monday, the 24th February, 2003

PRESENT : K. KARTHIKEYAN, Presiding Officer**INDUSTRIAL DISPUTE NO. 32/2001**

(Tamil Nadu State Industrial Tribunal I.D.No. 84/2000)

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman and the management of Standard Chartered Bank.

BETWEEN

Shri S. David

: I Party/Workman

AND

1. The Regional Director,
HR(MESA) Standard
Chartered Bank,
Mumbai.

: II Party/Management

2. The Manager,
Standard Chartered
Bank, Chennai.

APPEARANCE:

For the Workman : M/s. K. Desingh, S.
Arunachalam, &
C. Reghurajan, Advocates

For the Management : M/s. T. S. Gopalan & Co.,
Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2 (A) of Section 10 of Industrial Dispute Act, 1947 (14 of

1947), have referred the concerned industrial dispute for adjudication vide Order No. L-12012/447/99/IR (B-I) dated 14-02-2000.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 84/2000. When the matter was pending enquiry in that Tribunal, the Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 32/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 22-01-2001 and to prosecute this case further. Accordingly, they have appeared and prosecuted this case further.

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Standard Chartered Bank in terminating the services of the workman Sri S. David with effect from 31-07-1999 is justified? If not, to what relief is he entitled?”

2. This industrial dispute has been raised by the Petitioner against the management of Standard Chartered Bank, challenging the action of the management for terminating the services of the Petitioner w.e.f. 31-07-1999 as illegal and unjustified.

3. One Sri M. Solai, the Petitioner in I.D. No.37/2001 has given evidence as a common witness WWI for all these cases I.D.Nos. 30 to 37/2001. The documents relied upon by the Petitioners have been marked separately in their respective cases as workmen's exhibits.

4. When the matter is pending enquiry, an attempt has been made by both the parties to arrive at a settlement of these disputes amicably among themselves. A joint memo has been filed by the parties to the dispute contending that both the parties are agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing his claim for employment and that additional monetary compensation for the Petitioner can be considered on humanitarian grounds and fixation of additional monetary compensation payable to the Petitioners may be left with the decision of the Hon'ble Tribunal and the decision given by this Tribunal awarding compensation to the Petitioner shall not be challenged or questioned by either of the parties be-

fore any Court and that the Tribunal also mention a date within which the additional compensation to be paid to the Petitioner and this Hon'ble Tribunal can pass an award on the basis of the joint memo. This joint memo has been recorded.

5. In the joint memo, it is mentioned that the Petitioner has put in eight years of service and his last drawn wage was Rs. 2,400/- per month and the Petitioner was paid Rs. 9,600/- at the time of settling his dues.

6. While advancing arguments on the side of the Petitioner, the learned counsel for the Petitioner has filed a memo along with the xerox copy of 2A petitions filed by two other workmen against the same management of Standard Chartered and Grindlays Bank and also the xerox copy of the cheques issued to those Petitioners by the bank while amicably settling their claims. They are one Mr. Mathivanan and the another Mr. Elumalai, who were working as supplier and cook respectively and their last drawn salary was Rs. 1400/- and Rs. 2200/- respectively per month and they have put in service of 8 years and 7 years respectively. Each of them was given a monetary compensation of Rs. 1,25,000/- against their claim of reinstatement in service. This has not been denied by the Respondent/Bank management.

7. Learned counsel for the Respondent/Bank relying upon judgement of the Supreme Court reported as 1986 II LLJ 509 between O.P. Bhandari and Indian Tourism Development Corporation and Others wherein the Hon'ble Supreme Court has pointed out that “compensation equivalent of 3.33 years salary on the basis of last drawn pay and allowances would be a reasonable amount to award in lieu of reinstatement.” In that case, the concerned employee had eight years of service for his superannuation. Considering all the aspects, the Supreme Court was of the view that 50% of the annual salary and allowances can be taken into consideration in fixing up the quantum of compensation.

8. So on the basis of the representation made by the learned counsel on either side, the following Award is passed as Settlement Award :—

This Tribunal is of the considered opinion that compensation equivalent to 50% of the total salary of the workman calculated on the basis of the total years of service to that of his last drawn pay can be a reasonable amount that can be awarded as a monetary compensation in lieu of the reinstatement in service. In that total amount calculated, the amount that has already been paid to the Petitioner has to be deducted and the balance amount has to be paid to the Petitioner by the

Respondent/Bank Management within a period of one month, failing which the Respondent shall pay that amount inclusive of interest at the rate of 12% per annum, from this date till the date of payment.

9. The Petitioner Sri S. David had put in eight years of service and had drawn Rs. 2,400/- per month as his last drawn pay and he was paid Rs. 9,600/- at the time of settling his dues, as per the joint memo filed by both the parties.

10. For 8 years of service on the basis of last drawn pay Rs. 2,400/- per month, the total amount comes to Rs. 2,30,400/- out of which 50% is Rs. 1,15,200/-. In this, the amount he has been paid at the time of settling his dues by the Respondent/Bank Rs. 9,600/- has to be deducted and the balance amount of Rs. 1,05,600/- (Rupees One Lakh Five Thousand Six Hundred only) has been fixed as additional monetary compensation to be paid by the Respondent/Bank management within a period of one month from this date, failing which the Respondent/Bank shall pay interest at the rate of 12% per annum to this additional monetary compensation from this date till the date of its actual payment to the Petitioner.

11. The Joint Memo filed by both the parties dated 2nd December, 2002 shall form part of this Award.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open Court on this day the 24th February, 2003.)

K. KARTHIKEYAN, Presiding Officer

Encl: Copy of Joint Memo
dated 02-02-2002.

Witnesses Examined:

For the I Party/Workman : WW1 Sri M. Solai—common witness for I.D. Nos. 30 to 37/2001

For the II Party/
Management : None

Documents Exhibited :

For the I Party/Workman :

Ex. No.	Date	Description
W1	30-07-99	Xerox copy of the legal notice sent by Petitioner to Respondent.
W2	31-07-99	Xerox copy of the termination notice sent by Respondent with cheque.

W3 20-08-99 Xerox copy of the legal notice sent by Respondent to Petitioner.

W4 10-01-2000 Xerox copy of the legal notice sent by Petitioner to Respondent.

For the II Party/Management :— Nil

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CHENNAI

C.G.I.D. No. 32 of 2001

S. David ... Petitioner

Vs.

Standard Chartered Grindlays ... Respondent Bank.

JOINT MEMO FILED BY THE PARTIES

1. It is agreed that the Petitioner has served the Respondent for eight years on the date of cessation of engagement. His last drawn wage was Rs. 2,400/- per month. The Petitioner was paid Rs. 9,600/- at the time of settling his dues.

2. It is agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing his claim for employment.

3. It is agreed that the Petitioner could on humanitarian grounds, be considered for additional monetary compensation.

4. It is agreed that the question of additional monetary compensation payable to the Petitioner may be left to the decision of this Hon'ble Tribunal.

5. It is agreed that any decision given by this Hon'ble Tribunal awarding compensation shall not be challenged or called in question by either of the parties before any Forum.

6. It is also agreed that the Tribunal will also mention the date, within in which the additional compensation to be paid to the Petitioner.

7. It is agreed that this Memo may be kept as part of the record of this Hon'ble Tribunal and an award may be made on the basis of this Memo.

Dated at Chennai, this the 2nd day of December, 2002.

Sd/-

Sd/-

Counsel for Petitioner

Counsel for Respondent

नई दिल्ली, 3 मार्च, 2003

का. आ. 982. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैंडर्ड चार्टर्ड बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई डी. नं. 31/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-02-2003 को प्राप्त हुआ था।

[सं. एल-12012/446/99-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 3rd March, 2003

S.O. 982. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I. D. No. 31/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Bank and their workman, which was received by the Central Government on 28-02-2003.

[No. L-12012/446/99-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL -CUM-LABOUR COURT, CHENNAI

Monday, the 24th February, 2003

Present : K. KARTHIKEYAN,

Preisdng Officer

INDUSTRIAL DISPUTE NO. 31/2001

(Tamil Nadu State Industrial Tribunal
I. D. No. 85/2000)

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workmen and the management of Standard Chartered Bank]

BETWEEN

Mrs. Padma : I Party/ Workman

AND

1. The Regional Director, : II Party/Management
HR(MESA) Standard
Chartered Bank, Mumbai.

2. The Manager,
Standard Chartered Bank,
Chennai.

APPEARANCE :

For the Workman : M/s. K. Desingh,
S. Arunachalam, and
C. Reghurajan, Advocates

For the Management : M/s. T. S. Gopalan & Co.
Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-12012/446/99-IR(B-I) dated 14-02-2000.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I. D. No. 85/2000. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 31/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 22-01-2001 and to prosecute this case further. Accordingly, they have appeared and prosecuted this case further.

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Standard Chartered Bank in terminating the services of the workman Mrs. Padma with effect from 31-07-99 is justified? If not, to what relief is she entitled?”

2. This industrial dispute has been raised by the Petitioner against the management of Standard Chartered Bank, challenging the action of the management for terminating the services of the Petitioner w.e.f. 31-07-1999 as illegal and unjustified.

3. One Sri M. Solai, the Petitioner in I.D.No. 37/2001 has given evidence as a common witness WW1 for all these cases I.D. Nos. 30 to 37/2001. The documents relied upon by the Petitioners have been marked separately in their respective cases as workmen's exhibits.

4. When the matter is pending enquiry, an attempt has been made by both the parties to arrive at a settlement of these disputes amicably among themselves. A joint memo has been filed by the parties to the dispute contending that both the parties are agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing her claim for employment and that additional monetary compensation for the petitioner can be considered on humanitarian grounds and fixation of additional monetary compensation payable to the Petitioners may be left with the decision of the Hon'ble Tribunal and the decision given by this Tribunal awarding compensation to the Petitioner shall not be challenged or questioned by either of the parties before any Court and that the Tribunal also mention a date within which the additional compensation to be paid to the Petitioner and this Hon'ble Tribunal can pass an award on the basis of the joint memo. This joint memo has been recorded.

5. In the joint memo, it is mentioned that the Petitioner has put in twenty years of service and her last drawn wage was Rs. 3000/- per month and the Petitioner was paid Rs. 31,500/- at the time of settling her dues.

6. While advancing arguments on the side of the Petitioner, the learned counsel for the Petitioner has filed a memo along with the xerox copy of 2A petitions filed by two other workmen against the same management of Standard Chartered and Grindlays Bank and also the xerox copy of the cheques issued to those Petitioners by the bank while amicably settling their claims. They are one Mr. Mathivanan and the another Mr. Elumalai, who were working as supplier and cook respectively and their last drawn salary was Rs. 1400/- and Rs. 2200/- respectively per month and they have put in service of 8 years and 7 years respectively. Each of them was given a monetary compensation of Rs. 1,25,000/- against their claim of reinstatement in service. This has not been denied by the Respondent/Bank management.

7. Learned counsel for the Respondent/Bank relying upon judgement of the Supreme Court reported as 1986 II LLJ 509 between O.P. BHANDARI and INDIAN TOURISM DEVELOPMENT CORPORATION AND OTHERS wherein the Hon'ble Supreme Court has pointed out that "compensation equivalent of 3.33 years salary on the basis of last drawn pay and allowances would be a reasonable amount to award in lieu of reinstatement." In that case, the concerned employee had eight years of service for his superannuation. Considering all the aspects, the Supreme Court was of the view that 50% of the annual salary and allowances can be taken into consideration in fixing up the quantum of compensation.

8. So on the basis of the representation made by the learned counsel on either side, the following Award is passed as Settlement Award :—

This Tribunal is of the considered opinion that compensation equivalent to 50% of the total salary of the

workman calculated on the basis of the total years of service to that of her last drawn pay can be a reasonable amount that can be awarded as a monetary compensation in lieu of the reinstatement in service. In that total amount calculated the amount that has already been paid to the Petitioner has to be deducted and the balance amount has to be paid to the Petitioner by the Respondent/Bank Management within a period of one month, failing which the Respondent shall pay that amount inclusive of interest at the rate of 12% per annum, from this date till the date of payment.

9. The Petitioner Mrs. Padma had put in twenty years of service and had drawn Rs. 3,000/- per month as her last drawn pay and she was paid Rs. 31,500/- at the time of settling her dues, as per the joint memo filed by both the parties.

10. For 20 years of service on the basis of last drawn pay Rs. 3,000/- per month, the total amount comes to Rs. 7,20,000/- Out of which 50% is Rs. 3,60,000/-. In this, the amount she has been paid at the time of settling her dues by the Respondent/Bank Rs. 31,500/- has to be deducted and the balance amount of Rs. 3,28,500/- (Rupees Three Lakhs Twenty Eight Thousand Five Hundred only) has been fixed as additional monetary compensation to be paid by the Respondent/Bank management within a period of one month from this date, failing which the Respondent/Bank shall pay interest at the rate of 12% per annum to this additional monetary compensation from this date till the date of its actual payment to the Petitioner.

11. The Joint Memo filed by both the parties dated 2nd December, 2002 shall form part of this Award.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th February, 2003.)

K. KARTHIKEYAN, Presiding Officer

Encl : Copy of Joint Memo dated 02-02-2002.

Witnesses Examined:—

For the I Party/Workman : WW1 Sri M. Solai —
common witness for ID
Nos. 30 to 37/2001

For the II Party/Management : None

Documents Exhibited:—

For the I Party/Workman:—

Ex.No.	Date	Description
W1	30-07-99	Xerox copy of the legal notice sent by Petitioner to Respondent.
W2	31-07-99	Xerox copy of the termination notice sent by Respondent with cheque.
W3	20-08-99	Xerox copy of the legal notice sent by Respondent to Petitioner.
W4	10-01-2000	Xerox copy of the legal notice sent by Petitioner to Respondent.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, CHENNAI

C.G.I.D.No.31 of 2001

Ms. Padma

.. Petitioner

Vs.

Standard Chartered Grindlays
Bank.

.. Respondent

JOINT MEMO FILED BY THE PARTIES

1. It is agreed that the Petitioner has served the Respondent for twenty years on the date of cessation of engagement. Her last drawn wage was Rs. 3000/- per month. The Petitioner was paid Rs. 31,500/- at the time of settling her dues.

2. It is agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing her claim for employment.

3. It is agreed that the Petitioner could on humanitarian grounds, be considered for additional monetary compensation.

4. It is agreed that the question of additional monetary compensation payable to the Petitioner may be left to the decision of this Hon'ble Tribunal.

5. It is agreed that any decision given by this Hon'ble Tribunal awarding compensation shall not be challenged or called in question by either of the parties before any Forum.

6. It is also agreed that the Tribunal will also mention the date, within in which the additional compensation to be paid to the Petitioner.

7. It is agreed that this Memo may be kept as part of the record of this Hon'ble Tribunal and an award may be made on the basis of this Memo.

Dated at Chennai, this the 2nd day of December, 2002.

Sd/-

Sd/-

COUNSEL FOR PETITIONER
K. PADMA, PETITIONERCOUNSEL FOR
RESPONDENT

नई दिल्ली, 3 मार्च, 2003

का. आ. 983. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैंडर्ड चार्टेड बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई डी. नं. 30/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2003 को प्राप्त हुआ था।

[सं. एल-12012/445/99-आई. आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 3rd March, 2003

S.O. 983. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I. D. No. 30/2001) of the Central Government Industrial Tribunal, Labour Court, Chennai Now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Bank and their workman, which was received by the Central Government on 28-2-2003.

[No. L-12012/445/99-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXUREBEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL -CUM-LABOUR COURT, CHENNAI

Monday, the 24th February, 2003

Present : K. KARTHIKEYAN,

Preisdng Officer

INDUSTRIAL DISPUTE NO. 30/2001

(Tamil Nadu State Industrial Tribunal

I. D. No. 86/2000)

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the management of Standard Chartered Bank]

BETWEEN

Ms. P. Banu (a) Banumathi : I Party/ Workman

AND1. The Regional Director, : II Party/Management
HR(MESA) Standard
Chartered Bank, Mumbai.2. The Manager,
Standard Chartered Bank,
Chennai.**APPEARANCE :**For the Workman : M/s. K. Desingh,
S. Arunachalam, and
C. Reghurajan, AdvocatesFor the Management : M/s. T. S. Gopalan & Co.
Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-12012/445/99/IR(B-I) dated 14-2-2000.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same

was taken on file as I. D. No. 86/2000. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 30/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 22-1-2001 and to prosecute this case further. Accordingly, they have appeared and prosecuted this case further.

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Standard Chartered Bank in terminating the services of the workman Ms. P. Banu (a) Banumathi with effect from 31-7-99 is justified? If not, to what relief is she entitled?”

2. This industrial dispute has been raised by the Petitioner against the management of Standard Chartered Bank, challenging the action of the management for terminating the services of the Petitioner w.e.f. 31-7-1999 as illegal and unjustified.

3. One Sri M. Solai, the Petitioner in I.D.No.37/2001 has given evidence as a common witness WW1 for all these cases I.D.Nos.30 to 37/2001. The documents relied upon by the Petitioners have been marked separately in their respective cases as workmen's exhibits.

4. When the matter is pending enquiry, an attempt has been made by both the parties to arrive at a settlement of these disputes amicably among themselves. A joint memo has been filed by the parties to the dispute contending that both the parties are agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing her claim for employment and that additional monetary compensation for the petitioner can be considered on humanitarian grounds and fixation of additional monetary compensation payable to the Petitioners may be left with the decision of the Hon'ble Tribunal and the decision given by this Tribunal awarding compensation to the Petitioner shall not be challenged or questioned by either of the parties before any Court and that the Tribunal also mention a date within which the additional compensation to be paid to the Petitioner and this Hon'ble Tribunal can pass an award on the basis of the joint memo. This joint memo has been recorded.

5. In the joint memo, it is mentioned that the Petitioner has put in ten years of service and her last drawn wage was Rs. 2400/- per month and the Petitioner was paid Rs. 7,200/- at the time of settling her dues.

6. While advancing arguments on the side of the Petitioner, the learned counsel for the Petitioner has filed a memo along with the xerox copy of 2A petitions filed by two other workmen against the same management of Standard Chartered and Grindlays Bank and also the xerox copy of the cheques issued to those Petitioners by the bank while amicably settling their claims. They are one Mr. Mathivanan and the another Mr. Elumalai, who were working as supplier and cook respectively and their last drawn salary was Rs. 1400/- and Rs. 2200/- respectively per month and they have put in service of 8 years and 7 years respectively. Each of them was given a monetary compensation of Rs. 1,25,000/- against their claim of reinstatement in service. This has not been denied by the Respondent/Bank management.

7. Learned counsel for the Respondent/Bank relying upon judgement of the Supreme Court reported as 1986 II LLJ 509 between O.P. BHANDARI and INDIAN TOURISM DEVELOPMENT CORPORATION AND OTHERS wherein the Hon'ble Supreme Court has pointed out that “compensation equivalent of 3.33 years salary on the basis of last drawn pay and allowances would be a reasonable amount to award in lieu of reinstatement.” In that case, the concerned employee had eight years of service for his superannuation. Considering all the aspects, the Supreme Court was of the view that 50% of the annual salary and allowances can be taken into consideration in fixing up the quantum of compensation.

8. So on the basis of the representation made by the learned counsel on either side, the following Award is passed as Settlement Award :—

This Tribunal is of the considered opinion that compensation equivalent to 50% of the total salary of the workman calculated on the basis of the total years of service to that of her last drawn pay can be a reasonable amount that can be awarded as a monetary compensation in lieu of the reinstatement in service. In that total amount calculated the amount that has already been paid to the Petitioner has to be deducted and the balance amount has to be paid to the Petitioner by the Respondent/Bank Management within a period of one month, failing which the Respondent shall pay that amount inclusive of interest at the rate of 12% per annum, from this date till the date of payment.

9. The Petitioner Ms. P. Banu (a) Banumathi had put in ten years of service and had drawn Rs. 2400/- per month as her last drawn pay and she was paid Rs. 7200/- at the time of settling her dues, as per the joint memo filed by both the parties.

10. For 10 years of service on the basis of last drawn pay Rs. 2400/- per month, the total amount comes to Rs. 2,88,000/- Out of which 50% is Rs. 1,44,000/- In this, the amount she has been paid at the time of settling her dues by the Respondent/Bank Rs. 7,200/- has to be

deducted and the balance amount of Rs. 1,36,800/- (Rupees One Lakh Thirty Six Thousand Eight Hundred only) has been fixed as additional monetary compensation to be paid by the Respondent/Bank management within a period of one month from this date, failing which the Respondent/Bank shall pay interest at the rate of 12% per annum to this additional monetary compensation from this date till the date of its actual payment to the Petitioner.

11. The Joint Memo filed by both the parties dated 2nd December, 2002 shall form part of this Award.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day (the 24th February, 2003).)

K. KARTHIKEYAN, Presiding Officer

Encl. Copy of Joint Memo dated 02-02-2002.

Witnesses Examined:-

For the I Party/Workman : WW1 Sri M. Sôlai—
common witness for ID
Nos. 30 to 37/2001

For the II Party/Management : None

Documents Exhibited :—

For the I Party/Workman :—

Ex.No.	Date	Description
W1	30-07-99	Xerox copy of the legal notice sent by Petitioner To Respondent
W2	31-07-99	Xerox copy of the termination notice sent by Respondent with cheque
W3	20-08-99	Xerox copy of the legal notice sent by Respondent to Petitioner
W4	10-01-2000	Xerox copy of the legal notice sent by Petitioner to Respondent

For the II Party/Management : Nil

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, CHENNAI.

C.D.I.D. No. 30 of 2001

Ms. P. Bhanu	..	Petitioner
	vs.	
Standard Chartered Grindlays Bank.		Respondent

JOINT MEMO FILED BY THE PARTIES

1. It is agreed that the Petitioner has served the Respondent for ten years on the date of cessation of engagement. Her last drawn wage was Rs. 2400 per month. The Petitioner was paid Rs. 7200 at the time of settling her dues.

2. It is agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing her claim for employment.

3. It is agreed that the Petitioner could on humanitarian grounds, be considered for additional monetary compensation.

4. It is agreed that the question of additional monetary compensation payable to the Petitioner may be left to the decision of this Hon'ble Tribunal.

5. It is agreed that any decision given by this Hon'ble Tribunal awarding compensation shall not be challenged or called in question by either of the parties before any Forum.

6. It is also agreed that the Tribunal will also mention the date, within in which the additional compensation to be paid to the Petitioner.

7. It is agreed that this Memo may be kept as part of the record of this Hon'ble Tribunal and an award may be made on the basis of this Memo.

Dated at Chennai, this the 2nd day of December, 2002.

COUNSEL FOR
PETITIONER

COUNSEL FOR
RESPONDENT

नई दिल्ली, 3 मार्च, 2003

का. आ. 984. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दि कर्नाटक बैंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम-लेबर कोर्ट, हैदराबाद के पंचाट (संदर्भ

संख्या आई डी. नं. 8/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-02-2003 को प्राप्त हुआ था।

[सं. एल-12014/05/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd March, 2003

S.O. 984. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I. D. No. 8/2001) of the Central Government Industrial Tribunal Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Karnataka Bank Ltd. and their workman, which was received by the Central Government on 28-02-2003.

[No. L-12014/05/2002-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present

Shri E. Ismail

Presiding Officer

Dated 29th November, 2001

INDUSTRIAL DISPUTE ON. L.C. I.D. NO. 8/2001

Between:—

Sri B. Narender,

R/o 18-7-747/3, Gowlipura,

Hyderabad.

...Petitioner

AND

1. The Branch Manager.

The Karnataka Bank Ltd.,

R.P. Road, Secunderabad.

2. The General Manager, HR & IR,

The Karnataka Bank Ltd.,

Regd. Office/Head Office,

Kodialbail, Mangalore - 575 003. ...Respondents

Appearances :

For the Petitioner : M/s. G. Vidyasagar, Smt.
K. Udaya Sree & Sri. P.
Sudheer Rao

For the Respondent : Shri K. Rama Reddy

AWARD

This is a case taken under Sec. 2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The brief facts as stated in the claim petitioner are that the petitioner was appointed as turner in the respondent Bank on 17-1-1977 at Nampally Branch, Hyderabad. He was promoted as clerk in 1982 and transferred to Adoni Branch in Kurnool District. In 1986, the petitioner was transferred to Secunderabad Branch. While worked as such he was issued with a memorandum dated 3-9-1997 vide proceedings No. HO/HR & IR/1697/5856/97-98 alleging that he has not credited the amount received from the H.D. Canvasser to the Bank and misappropriated. Further that he made alterations in the credit challans. That an enquiry was conducted and ultimately he was issued that show-cause notice holding that the charges are true for dismissal. In spite of giving explanation he was dismissed by an order dated 3-10-98 with a liberty to prefer an appeal against the dismissal order. That he preferred an appeal to the Chief General Manager, Head Office, Mangalore who without considering the same to dismiss the appeal vide order dated 28-12-98 that the punishment of dismissal is disproportionate to the charges

levelled against the petitioner. Hence the petition will be allowed and the respondent Bank may be directed to reinstate the petitioner in the services with continuity of service, full back wages and other all attendant benefits including the arrears of salary.

3. A counter was filed stating that the petitioner had already approached the ALC(C), Hyderabad on the same issued and the notice served on 2nd respondent is annexed for the kind perusal of the Court. The petitioner cannot approach two or more forums simultaneously. Hence, without going to the merits of the case the petition is liable for dismissal at this state itself. So far as his appointment, promotion, and transfers to various branches is concerned it is admitted. While the petitioner was working as a cashier at Secunderabad Branch on 2-4-1997, he misappropriated monies belonging to the customers of the respondent Bank as he did not deposited Rs. 33,000/- received from Honey Deposit Canvassers collected from various customers of the Bank. He did not account for the said amount. He also altered the correct challans submitted by the HD Canvasser along with the amount of Rs. 33,000/- and thus resorted to misappropriation of the funds as well as falsification of the accounts. Hence the petitioner was charge sheet and regular domestic enquiry was held wherein the petition admitted his guilt and requested the disciplinary authority to condone his mistake and not to take further action. The Enquiry Officer came to a conclusion that the petitioner has defrauded the Bank and brought disrepute to the respondent Bank and hence it was decided the petitioner be awarded the punishment of dismissal from the services of the Bank. Accordingly he was dismissed vide order dated 3-10-98. That the petitioner preferred an appeal to the Chief General Manager, Appellate authority vide his letter dated 12-11-98. The Appellate Authority gave a personal hearing to the petitioner on 7-12-98, during the personal hearing also the petitioner admitted the misconduct, and pleaded for mercy. The Appellate Authority confirmed the orders of the disciplinary authority.

4. Respondent Bank is a financial institution dealing with the monies of their clients and the petitioner is one of the employees. It is submitted that the very essence of the relationship between the Bank and its clientele is faith. Bank, which is dealing to the public money, expects all employees to be loyal and honest to the institution. As it is totally relying on the faith of its clientele on them, the petitioner had acted with malafide intention and defrauded the clientele of the Bank by not crediting the monies

deposited into their honey collection accounts through the agent of the Banks. The petitioner had not accounted for the money deposited by the agent on various dates and he resorted to falsification of records to cover up his fraudulent action. Hence, the petition may be dismissed.

5. Arguments on validity of domestic enquiry were held and this Court by an order-dated 27-7-2001 held that the domestic enquiry held against the petitioner is valid.

6. In view of holding that the domestic enquiry is valid, the petitioner has not let any evidence and accordingly the respondent also has not let in any evidence. The question is one of deciding whether the punishment is commensurate with the alleged misconduct.

7. It is argued by the Learned Counsel for the petitioner that even assuming that the petitioner has admitted his guilt even then, the Tribunal or the Court has got powers to see whether the punishment awarded is commensurate with the misconduct. He relies on a Judgement of A.P. High Court 1999 (5 ALT 450) wherein it was held "Labour Court has powers of jurisdiction to re-appreciate the validity of domestic enquiry and substitute it's own findings even in cases where workman concedes the validity of domestic enquiry—take reverse the findings of disciplinary authority. Even if findings of misconduct are justified, Labour Court has power to held dismissal as unjustified and award appropriate and lesser punishment". In the circumstances of a particular case. He also relied on a Judgement of which was AIR 1975 54 page 1227 wherein also the Hon'ble Supreme Court held that "the Sec. 11 A now empowers Labour Court or Tribunal to reappraise the evidence and examine the correctness of the findings there at. The Sec. 11 A further empowers it to interfere with the punishment and alter the same." He further submits that the petitioner was appointed in respondent bank on 17-1-1977 at Nampally Branch, Hyderabad. He was promoted as a clerk in 1982 and transferred to Adoni Branch, Kumool where he worked up to 1986 and was transferred to Secunderabad Branch where he worked till 1997, i.e., he has put in 20 years of service when the memo was issued alleging misconduct. He further submits that as per Ex. M2 enquiry report the details of the alleged misappropriation between 5-4-1997 to 16-5-1997 is Rs. 33,000/- which was remitted between 10-5-1997 to 19-7-1997. So practically the Bank has suffered no financial loss and even assuming when admitting if there was some latches on the part of the petitioner and his services unblemished service of more

than 20 years and 8 months. He just ignored he does deserve sympathy of the Court and the Court has got ample powers under Sec. 11A. Submitted and further review of the Judgement of the Hon'ble High Court and Hon'ble Supreme Court referred to above. Therefore he pleaded that a lenient view may be taken and the punishment of dismissal may be substituted by a lesser punishment.

8. It is argued by the Ld. Counsel for the Respondent that no doubt the amount that has been misappropriated of Rs. 33,000/- which he remitted back with interest. He also gave a letter dt. 9-7-1997 admitting the misappropriation of the amount. That MW1 in the enquiry is Sri K. Prabhakar, the Honey Deposit Canvasser of Secunderabad Branch who is also working as such from 1979. That he was remitting challans for the total amount of the previous days collection and remit the cash with challans to the cashier. But, he never used to obtain counter foil from cashier as he had utmost faith in the bank staff. That the petitioner herein misappropriated the amount submitted by him on 9 occasions. Further, in the plea of the charges he has admitted his guilt and requested for condonation of the guilt. He submits that misplaced sympathy should not be invoked as it is grave misconduct of misappropriation of about Rs. 33,000/- He relies on Hon'ble High Court Digest of disciplinary cases 1990 - 2000 in which he relies on the case K. Venkateswarlu Vs. Nagarjuna Gramen Bank - 1995 11 LLJ 492 (APHC) wherein departmental enquiry is not necessary in case of admission of misconduct by the employee. He also relies on the Hon'ble Supreme Court Judgement that "any sympathy shown to the employee in such cases is totally uncalled for and opposed to public interest. Where even alleged to have misappropriated with a sum of Rs. 1,548.17 ps, it is the act of misappropriation that is relevant." - 1996 SC FLR (73) 1429. Therefore submits that no sympathy can be shown.

9. Even in documents filed by the petitioner, it is mentioned that he was in the habit of borrowing from the public and customers and used to default. Now only question that remains to be seen is whether he paid the amount with interest or not. He paid the same on 19-7-1997. He himself has given a letter Ex. M. 10 (In Ex.MI) that he is

responsible for the differences in cash short of Rs. 20,810/- and remitted the same on 19-7-1997 vide Ex. M12 (In Ex.MI).

10. He has put in about 21 years of service, the question is whether it is a fit case to invoke the powers under Sec. 11 A of the Act. He was dismissed from service in October, 1998 i.e., almost he was allowed to continue in the same position for one year. Reinstatement of course is out of question as it is a case of misappropriation on number of occasions and voluntary admission on number of occasions by the petitioner. The question is whether dismissal can be substituted by any other punishment as compulsory retirement or any other form of punishment. I have given serious thoughts and the circumstances in which the petitioner is said to have committed the said temporary misappropriations. But seeing the gravity of the offence neither reinstatement is desirable nor compulsory retirement. However, seeing his 20 years of service and one year after the incident and the fact that he deposited the entire amount with interest of Rs. 20,810/-. I am of the opinion that the petitioner is entitled for some relief.

11. Hence, he is awarded 9 months gross wages as compensation instead of reinstatement or any other relief since in the circumstances stated above and the fact that he has got 3 minor children and a family to support.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced in the Open Court by me on this the 29th day of November, 2001.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined
for the Petitioner

NIL

Witnesses examined for the
Respondent:

NIL

Documents marked for the Petitioner/Union

NIL

Documents marked for the Respondent

ExMI : Enquiry Report dated
27-6-1998.

नई दिल्ली, 26 फरवरी, 2003

का.आ. 965.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. प्रबंधन के संबद्ध नियोजकों और उनके कर्म-कारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल (संदर्भ संख्या 94/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2003 को प्राप्त हुआ था।

[सं. एल-22012/89/2000-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 26th February, 2003

S.O. 985.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 94/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 25-2-2003.

[No. L-22012/89/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT :

Shri Ramjee Pandey, Presiding Officer.

Reference No. 94 of 2000

PARTIES :

Agent, Shyamsundarpur Colliery

... Management.

Vers.

Shri Sarawan Mushar, Stone-cutter

... Workman.

REPRESENTATION :

For the Management—Shri P. K. Das, Advocate.

For the Workman (Union)—Shri S. K. Pandey, Chief General Secy. Koyala Mazdoor Congress.

INDUSTRY : Coal. STATE : West Bengal.

Dated, the 17th January, 2003

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, the Government of India through the Ministry of Labour vide its Order No. L-22012/89/2000-IR(CM-II) dated 18-9-2000

650 GI/2003—7

has referred the following dispute for adjudication by this Tribunal :—

“Whether the action of the management of Sitalpur unit of Shyamsunderpur Colliery of M/s. ECL in dismissing Sh. Sarawan Mushar, Stone-cutter from services is legal and justified? If not, to what relief the workman is entitled?”

2. In response to the summons sent by this Tribunal both the parties appeared through their respective representatives. Shri S. K. Pandey, Chief General Secretary of Koyala Mazdoor Congress appeared for the workman and Shri P. K. Das, Advocate appeared for the management. Both the parties filed their respective written statement and contested the dispute.

3. The facts of the case in brief are that the workman viz. Shri Sarawan Mushar was employed as a stone-cutter in Shyamsunderpur Colliery of Sitalpur Unit of ECL. He was dismissed by the management on the ground that he became absent from his duty from 1-7-98 to 1-8-98.

4. The case of the workman in brief is that the workman became absent from his duty due to sickness and he did not deliberately avoid to attend his duty. No sooner the workman became fit he reported for his duty but he was not allowed and he was informed that his name has been deleted. The further case of the workman is that he was neither charge-sheeted nor any enquiry was held and he was dismissed from his service against the Rules & Regulations and thereby the management violated the principle of natural justice and the order of dismissal is illegal.

5. The case of the management in brief is that the workman was a habitual absentee and again he became absent from his duty w.e.f. 1-7-98 without any prior permission and information to the management and therefore the workman was charge sheeted and after conducting domestic enquiry, when his misconduct was found established, he was dismissed from his service. The further case of the management is that the workman was served with the charge-sheet and he replied the same but his explanation was not acceptable. The workman participated in the enquiry proceeding and he was given opportunity to defend himself but since his misconduct was established he was dismissed from his service considering the facts that he became absent for 197 days, 96 days and 54 days respectively in the year 1975, 1996 and 1997 and hence his dismissal from service was proper and justified.

6. Although the union has alleged in the written statement that neither charge-sheet was given to the workman nor any domestic enquiry was conducted in his presence but during hearing on the preliminary point of fairness and validity of enquiry proceeding the union did not challenged the same rather admitted that the enquiry proceeding was fair and by order dated 26-8-2002 the enquiry proceeding was held to be valid and fair.

7. Now first point for consideration is as to whether the finding of the Enquiry Officer given in the enquiry report is based on material during enquiry. In this regard after hearing both the parties I per-

used the enquiry report and the evidence adduced during enquiry. It is admitted by both the parties that the workman was absent from his duty from 1-7-98 to 1-8-98 for a period of one month. A plea has been taken by the union that due to illness the workman became absent but it is clear from the documents from the enquiry proceeding and it is also admitted by both the parties that the workman could not prove the fact that he was ill during the period of absence and hence the finding of the enquiry officer to the effect that absence of the workman from 1-7-98 to 1-8-98 was unauthorised appears to be correct. Hence I find and hold that the mis-conduct of the workman has been established and the finding of the Enquiry Officer in this regard is correct.

8. Next point for consideration is as to whether the punishment of dismissal from service is disproportionate and shocking. In this regard learned lawyer for the management submitted that the workman had been unauthorisedly absenting himself in past also and hence he was habitual absentee and it was a fit case for dismissal from service. On the other hand Shri S. K. Pandey, representing the union, submitted that no previous absence of the workman has been incorporated in the charge-sheet and hence the workman remained unhurt on this point and he has been deprived of defending himself. He further submitted that previously neither charge-sheet has been given to the workman for previous absence nor the enquiry had been conducted for this purpose nor he was given second show-cause notice requiring to defend himself against the allegation of past absence and hence any allegation made by the management regarding past absence of the workman can not be legally taken into consideration for awarding punishment to the workman.

9. In view of contrary submissions I perused the charge-sheet and the materials of the enquiry proceeding. I find that Shri S. K. Pandey has correctly submitted that no previous absence for the workman has been incorporated in the charge-sheet nor the workman was ever proceeded against in any departmental proceeding for such previous absence. I also find that the management did not issue any second show cause notice informing the workman regarding intention of the controlling authority for considering the fact of previous absence at the time of awarding punishment and as such the management has failed to prove that the workman was a habitual absentee.

10. In view of the above discussion only mis-conduct on the part of the workman is that he became absent from his duty for one month and in my opinion that is not a gross misconduct warranting maximum punishment of dismissal from service. In my opinion the order of dismissal is shocking and disproportionate to the nature of mis-conduct and hence the order of dismissal is set aside and the management is directed to reinstate the workman in service but under the facts and circumstances of the case with 50 per cent of the back wages. In the above manner the award is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 26 फरवरी, 2003

का.आ. 986.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इंडिया के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक-अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या 16/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-02-03 को प्राप्त हुआ था।

[सं. एल-11012/79/2001-आई.आर. (सी-1)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 26th February, 2003

S.O. 986.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2002) of the Central Government Industrial Tribunal, New Delhi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India and their workman, which was received by the Central Government on 24-2-2003.

[No. L-11012/79/2001-IR(C-1)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI (LOK ADALAT)

Presiding Officer—Shri B. N. Pandey.

I.D. No. 16/2002

Shri Subhash Chand Kapoor,
House No. RZ-H/643 Raj Nagar, Part-II,
Palam Colony, New Delhi-110045.

... Workman

Versus

General Manager (HRD),
Air India,
Air India Complex,
I.G.I. Airpor,
New Delhi-110010.

... Management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-11012/79/2001-IR(C-1) dated 28-2-2002 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of Air India in terminating services of Shri S. C. Kapoor w.e.f. 19-4-2000 is fair legal and justified? If not, to what relief is the workman entitled?”

The matter was taken up for disposal in the Lok Adalat by way of reconciliation. The petitioner (workman) moved an application to withdraw his claim to which the respondent management has raised no objection. The case (reference) is, therefore,

decided in terms of the application of the petitioner. The petitioner is allowed to withdraw his claim. No dispute award is given accordingly.

Dated : 20-2-2003.

B. N. PANDEY, Presiding Officer

नई दिल्ली, 26 फरवरी, 2003

का.आ. 987.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, धनबाद के पंचाट (संदर्भ संख्या 134/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-02-03 को प्राप्त हुआ था।

[सं. एल-20012/99/94-आई.आर. (सी-1)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 26th February, 2003

S.O. 987.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 134/95) of the Central Government Industrial Tribunal-I, Dhanbad, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 24-2-2003.

[No. L-20012/99/94 IR(C-1)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Section 10(1)(d)

(2A) of the Industrial Disputes Act, 1947

Reference No. 134 of 1995

PARTIES :

Employers in relation to the management of Block-II Area of M/s. BCCL.

AND

Their Workmen.

PRESENT :

Shri S. H. Kazmi, Presiding Officer.

APPEARANCES :

For the Employers—Shri H. Nath, Advocate.

For the Workman—None.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, the 14th February, 2003

AWARD

By Order No. L-20012/99/94-I.R.(Coal-1) dated, the 4th December, 1995, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

“Whether the management of Block II Area of M/s. BCCL is justified in changing the post and category of wage rate of Shri Ram Agya Gora, w.e.f. 8-10-88 after issuing reportedly notice under Section 9-A of the I.D. Act, 1947? If not, to what relief is the workman entitled?”

2. It appears from the record that this reference was registered in this Tribunal on 12-12-1995 and then date was fixed for filing of the written statement by the workman. Notice was also issued in that regard to both the sides. But despite issuance of notice and granting adjournments repeatedly from time to time the step as required was never taken on behalf of the workman and the position as it exists till today is that this case is still pending for filing of written statement on behalf of the workman. It is, thus, clear that the workman or the sponsoring union is no more interested in the instant case and does not want to pursue this reference any further, otherwise they would not have abandoned this case in such a way and would not have left this case unattended. Anyway, whatever may be the reason considering the developments, as noticed above, it is needless to allow this case to remain pending any further.

Thus, the present reference case stands disposed of.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 26 फरवरी, 2003

का.आ. 988.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, धनबाद के पंचाट (संदर्भ संख्या 185/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2003 को प्राप्त हुआ था।

[सं. एल-20012/140/94-आई.आर. (सी-1)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 26th February, 2003

S.O. 988.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 185/94) of the Central Government Industrial Tribunal-I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of BCCL and their workman, which was received by the Central Government on 25-02-2003.

[No. L-20012/140/94-IR (C-1)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) (2A) of Industrial Disputes Act, 1947.

Reference No. 185 of 1994.

Parties : Employers in relation to the management of Maheshpur Colliery of M/s. B.C.C. Ltd.

AND

Their Workman.

Present : Shri S. H. Kazmi, Presiding Officer.

Appearances :

For the Employers : Shri D. K. Verma,
Advocate.

For the Workman : Shri S. C. Gour,
Authorised Representative.

State : Jharkhand. Industry : Coal.

Dated, the 17th February, 2003

AWARD

By Order No. L-20012/(140)/94-I.R. (Coal-I) dated 27-7-1994 the Central Government in the Ministry of Labour, has in exercise of the power conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the General Manager Govindpur Area III M/s. BCCL, P. O. Sonardih, Dist. Dhanbad in dismissing Shri Sheo Charan Beldar, Miner/Loader w.e.f. 18-7-92 is justified ? If not, to what relief is the concerned workman entitled ?”

2. Precisely, the case of the sponsoring union is that the concerned workman, Sheo Charan Beldar had been working since long as minor/loader at Moheshpur colliery under Govindpur Area of M/s. BCCL with unblemished record of service. It has been said that the concerned workman received an information regarding serious illness of his wife and his son and tried to get leave but since there was delay in grant

of leave he submitted leave application and left for his native place. His son however died after protracted illness and his wife who was already sick became all the more serious and developed mental disease. Further, it has been said that when his wife recovered from her illness the concerned workman reported for duty on 5-2-92 to the Personnel Officer and apprised him about the reasons of his absence and prayed for allowing him to resume duty, but the colliery management immediately issued chargesheet against him on the same day for the misconduct under clause 26.1.1. of the Certified Standing Order i.e. for habitual late attendance or wilful or habitual absence from duty without sufficient cause. It is said that the workman replied to the said chargesheet stating all about the illness of his wife and his absence from duty without taking leave due to the said reason and also stated therein that in future he will not go on leave without properly obtaining sanctioned leave. It is also said that the management however conducted an enquiry, which was, in fact, perfunctory enquiry as no opportunity was given to the workman to defend himself and to take help of any co-worker to assist the workman during enquiry. Further, it has been said that absence from duty is not misconduct and it is taken as misconduct only when there is no reasonable cause for the same and as far as the instant case is concerned satisfactory explanation was furnished by the workman for his absence during the relevant period and so there was no reason for holding the concerned workman guilty of the alleged misconduct.

3. The management's stand, on the other hand as disclosed, in its written statement is that the concerned workman started absents from his duty without permission or authorised leave and without information with effect from 20-3-1991 and so ultimately a charge-sheet dated 5-2-92 was issued for the same to which he replied on the same date accepting his guilt and took the ground of illness of his wife for his absence from duty. It has been said that finding the explanation not satisfactory the management ordered for holding enquiry which was accordingly held and during which the concerned workman accepted his guilt and did not adduce any evidence in support of his claim that his wife was sick during the relevant period. Upon the completion of enquiry the Enquiry Officer submitted his report holding the concerned workman guilty of the charge levelled against him and then on the basis of the said report upon the approval of the disciplinary authority the order was passed regarding the dismissal of the concerned workman

from his service w.e.f. 18-7-92. Lastly, it is said that the action of the management in dismissing the concerned workman from his service was perfectly correct and justified and the workman concerned is not entitled to any relief.

In its rejoinder also the management reiterated its stand and denied the facts regarding the illness of the wife of the concerned workman or about the death of his son and stated the same to be an after thought.

In the rejoinder filed on behalf of the workman also several averments and statements made in the written statement of the management were either controverted or denied.

4. Before proceeding further it is significant to point out at the outset that during the pendency of this reference the issue regarding the fairness of domestic enquiry was taken up as a preliminary issue and one witness was examined on behalf of the management on the said aspect and few documents pertaining to the enquiry proceeding were also marked as exhibits. But when the management closed its evidence and the workman or the union was called upon to adduce evidence, they conceded fairness of the domestic enquiry at that stage and consequently the departmental enquiry was held to be fair and proper and the case was fixed for argument on merit. In view of such development, therefore, the only question which is now left to be considered for the disposal of the instant case is whether the ultimate conclusion arrived at by the concerned authority with respect to the guilt of the concerned workman or the action taken by the management against the concerned workman can be taken to be bad, illegal or unjustified or not.

5. It is pertinent to point out that during the pendency of this reference the concerned workman died and upon necessary steps being taken his wife was substituted in his place for the purpose of pursuing the present case.

6. As it is evident from the materials on record, when the concerned workman was found to be absenting from his duty w.e.f. 20.3.91 a chargesheet (Ext. M-1 or W-1) was issued against him under clause 26.1.1 of Certified Standing Orders of the Company i.e. for habitual late attendance or wilful or habitual absence from duty without sufficient cause. Upon the receipt of the chargesheet the concerned workman submitted his reply (Ext. M-2) wherein he accepted the fact that he remained absent from 20-3-91 without any permission or information and stated that he had to go to see his ailing wife at his native place. He further stated therein that he would not be committing the same misconduct

again in future and so considering the circumstances he may be allowed to resume his duties. The management, however, did not find the workman's reply satisfactory and ordered for an enquiry to be held in the matter which was accordingly held thereafter. It appears from the copy of the proceedings (Ext. M-4) and the copy of the enquiry report (Ext. M-5) that in the enquiry the concerned workman participated and at the very outset accepted the charge levelled against him and further made statement that he remained absent without leave or information because of the illness of his wife. He further requested for sympathetic consideration of his case keeping in view the circumstances indicated by him and for allowing him to join his duty. It further appears that when the concerned workman confessed his guilt the management's representative submitted before the Enquiry Officer that in view of the admission of his guilt by the concerned workman it is no more necessary for him to produce any witness and then upon such statement being made the Enquiry Officer closed the proceeding and submitted his report before the competent authority for taking appropriate action in view of the developments made during the enquiry. Ultimately on the basis of the enquiry report the concerned workman was dismissed from his service with prior approval obtained in that regard from the competent disciplinary authority. Ext. M-7 is the letter dated 8-7-92 addressed to the Agent of the concerned colliery and sent by the Personnel Manager, Govindpur Area whereby request was made to issue letter of dismissal to the workman concerned in view of the fact that the competent authority had already approved his dismissal with immediate effect. Pursuant to such request being made one letter dated 18/20-7-92 was issued to the concerned workman by the Agent of the concerned colliery (Ext. W-2) whereby an intimation was made regarding termination of his service w.e.f. 18-7-92 and he was also advised to collect all his legal dues etc.

As the concerned workman himself admitted the misconduct on his part in the manner as aforesaid rightly he was held to be guilty of the charge levelled against him. He clearly and categorically stated not only in his reply to the charge sheet, rather during enquiry also that after 20-3-91 he remained absent without any leave permission or information. He accepted his guilt and requested for mercy and further gave undertaking that he would not be committing the same misconduct in future, if he is allowed to join. It is also apparent that though the concerned workman took the ground of his wife's illness but he did not produce anything at all in support of such ground. He neither disclosed the

nature of illness of his wife nor even stated as to for how long she remained ill or was bed-ridden. Interestingly in the written statement there is mention about the illness and the death of the son of the concerned workman also and further there is statement that upon getting the information regarding illness and before leaving his work place the concerned workman had tried to obtain leave also and had submitted an application also for leave before starting for his native place but such statements are neither there in the reply to the chargesheet nor the same are in the statements given by the concerned workman before the Enquiry Officer. Rather, as it is quite apparent in a very categorical way he consistently stated that he remained absent although the relevant period without leave permission or information.

Therefore, in view of all the aforesaid, the finding arrived at with respect to the guilt of the concerned workman, does not require any interference by this Tribunal.

7. It has been urged on behalf of the concerned workman that the extreme punishment of dismissal as awarded, is quite disproportionate to the gravity of the charge as levelled against the concerned workman.

Having considered the materials available on record, I find substance in the aforesaid submissions.

As observed above, both in his reply as well as in his statements made during the enquiry the concerned workman accepted his guilt, tendered his apology and gave undertaking not to repeat the same misconduct in future. It is evident from the notesheet dated 12-2-92 (Ext. M-6) that upon the submission of enquiry report the matter was put up before the Agent/Manager for his kind perusal and necessary action who upon that made the endorsement/recommendation thereon that since the concerned workman has accepted the charge and has assured in writing not to repeat such misconduct in future he may be allowed after light punishment. The concerned workman was also mentioned there in as a "productive workman". The General Manager, however, did not accept such recommendation and by observing that since earlier also once the workman had committed same misconduct he does not deserve any sympathetic consideration, he awarded the punishment of dismissal from service and then upon such approval being granted or order being passed the letter of dismissal was issued in the said regard.

Though no any document has been filed by the management during the enquiry to show the past conduct of the concerned workman but even if it is accepted for the moment that once earlier also he had remained absent without leave, permission or information even then certainly the concerned workman

did not deserve such a harsh punishment of dismissal. Since he did not contest the matter and accepted his guilt although and gave positive undertaking regarding his future conduct, then it would have been in the fitness of thing and would have also been just and proper to give a chance to the workman to mend his ways and prove himself to be a loyal, punctual and disciplined. A lenient view as such, in the matter should have been taken and the appropriate punishment other than dismissal from service, should have been awarded taking into account the circumstances borne out of the materials on record.

As the concerned workman is now dead no question arises of his reinstatement and so, in my view, considering the totality of the circumstances the interest of justice would be served if the punishment is modified to the extent that the widow, who has been pursuing this case after the death of her husband would now be required to be paid a lump sum amount of Rs. 50,000/— (Rupees Fifty thousand) only by the management as against the back wages of the concerned workman w. e. f. the date of his dismissal from service.

8. The award is, thus made hereunder :

The action of the General Manager, Govindpur Area III M/s. BCCL in dismissing Sheo Charan Bel-dar, Miner/Loader w. e. f. 18-7-92 is not justified and as such the wife of the diseased workman deserves payment of a lump sum amount of Rs. 50,000/ as against the back wages of her diseased husband. Consequently the management is hereby directed to make payment of a lump sum amount of Rs. 50,000/ to the wife of the diseased workman by way of back wages, within 30 days from the date of publication of the award.

In the circumstances of the case, however there would be no order as to cost.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 3 मार्च, 2003

का.आ. 989.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन आयल कॉ. बोर्डिंग प्लांट, बालासोर के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 18/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-02-03 को प्राप्त हुआ था।

[स.एल.-30011/9/92-आई.आर. (मीस)/आई.आर (सी.-1)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 3rd March, 2003

S.O. 989.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/1993) of the Industrial Tribunal, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Bottling Plant and their workman, which was received by the Central Government on 28-2-2003.

[No. L-30011/9/92-IR(Misc.)/IR(C-1)]

N. P. KESAVAN, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA : BHUBANESWAR
PRESENT :

Shri A. K. Samantaray,
O.S.J.S. (Sr. Branch),
Presiding Officer,
Industrial Tribunal,
Bhubaneswar.

Industrial Dispute Case No. 18 of 1993 (Central)
Dated Bhubaneswar the 20th February, 2003

BETWEEN

The management of Indane Bottling Plant
Represented through Sri S. N. Nanda,
Handling Contractor of the Bottling Plant,
Balasore.

.... First Party-management.

AND

Their workmen represented through
Indane Bottling Plant Shramik Congress,
Balasore.

.... Second party-workmen.

APPEARANCES :

None—For the First Party-management.
Sri Satyabadi Das, —For the Second Party-workmen.
Advocate.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-30011/9/92-IR(Misc.) dt. 3-5-93 :—

"Whether the handling workers employed by Sri S. N. Nanda, Handling Contractor at Indian Oil Corpn. Bottling Plant, Balasore are entitled to benefits (as per Annexure) as paid at Haldia regarding wages, leave, washing allowance, house rent, canteen allowance, uniform and safety shoes as demanded by the union? If not, to what relief they are entitled to and from what date?"

2. The reference, as aforesaid has since been answered by this Tribunal in its Award dtd. 6-11-99 and it is worthwhile to quote the operating portion of the said Award at para-5 which runs as follows :—

On the basis of the uncontroverted evidence, I am therefore inclined to hold that none of the demands of the workmen is unfair or unreasonable. The capacity of the industry to bear the additional burden on account of revision of wages has to be presumed as it is primarily an industry floated in the public sector by the Government of India wherein principles of reasonableness and fair play in the matter of payment of wages to the workmen has to be of paramount consideration. Considering the claims made as per Ext. 1, I am inclined to hold that the members of the second party are entitled to wages at Rs. 1260 per month as claimed and other benefits as embodied in the character of demands which includes leave, bonus, washing allowance, house rent

allowance, canteen allowance, uniform and safety shoes and medical allowance. In other words, it is hereby ordered that the first party-management shall pay to the members of the second party wages @ Rs. 1260 per month. It is further directed that the second party-workmen shall be entitled to 12 days of festival holidays, 10 days of sick leave, 10 days of casual leave and 20 days of earned leave every year. Bonus shall be payable to 17 per cent per year besides the second party workmen shall be entitled to washing allowance @ Rs. 25 per month over and above supply of three pieces of Lifebuoy soaps. They are further held entitled to house rent allowance @ Rs. 100 per month, canteen allowance of Rs. 3 per day's attendance and medical allowance @ Rs. 30 per month. They are also entitled to Rs. 600 per year on account of uniform and safety shoes and such other benefits as envisaged in Ext. 1, the charter of demands.

3. As it was not indicated in the Award as to from which date the second party workman would be entitled to get the benefits, the second party workman moved the Hon'ble High Court by filing a writ application bearing O.J.C. No. 5864 of 2000 and the Hon'ble Court while disposing of the said writ application observed as follows :—

"On perusal of the award, we find that there is merit in the grievance of the petitioners. Although the Tribunal has held that the concerned workmen would be entitled to different benefits, but it has not answered as to from which date they would be entitled to get the same. In the circumstances, we give liberty to the petitioners to move the Tribunal for clarification of this position by making appropriate application. If any such application is made on behalf of the petitioners the Tribunal will consider the same and pass appropriate order according to law after hearing the Management."

4. Pursuant to the aforesaid order of the Hon'ble Court the second party workman appeared and filed a petition with a prayer to extend the benefits as per the Award with effect from 1-4-90. The management although was noticed by Registered Post to appear on the date fixed, it neither appeared nor took any step.

5. As it appears from the petition of the second party workman dtd. 26-11-2002, The second party workman have claimed the benefits as have been extended to the workman working in Haldia Bottling Plant at West Bengal by virtue of settlements entered between them on 6-8-91, 11-1-93 and 18-10-96 as per Exts. 2, 3 and 4. The charter of demands marked Ext. 1, however discloses that on 10th December, 1991 the President of the union (Indane Bottling Shramik Congress) submitted the demands to the management asking for their fulfilment by 25-12-91 and upon failure of conciliation on such demands the Government of India referred the dispute in the month of May, 1993. W.W. No. 1 examined on behalf of the second party workman has not breathed a word as to why they have claimed the benefit at par with their counterparts working in the Haldia Bottling Plant with effect from 1-4-90. In absence of any justifiable reason the benefit claimed by the second party workman can not suo motu be extended to them with effect from 1-4-90.

6. Be that as it may, when as per the Award of this Tribunal the workman have already been granted the benefits at par with the employees working in the Haldia Bottling Plant, West Bengal and this Tribunal is only required to find out the date from which such benefits are to be extended to the second party workman. I hold that the second party workman are entitled to the benefits as per the Award of this Tribunal from the date of reference i.e. 3-5-93.

Dictated and corrected by me.

A. K. SAMANTARAY, Presiding Officer

नई दिल्ली, 26 फरवरी, 2003

AWARD

का.घा. 990.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/34/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2003 को प्राप्त हुआ था।

[सं. एल-12012/06/2000-आई.आर. (बी-1)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 26th February, 2003

S.O. 990.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. C-GIT-2/34/2000) of the Central Government Industrial Tribunal No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 25-02-2003.

[No. L-12012/06/2000-IR(B.1)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2, MUMBAI
PRESENT :

S. N. SAUNDANKAR,

Presiding Officer

REFERENCE NO CGIT-2/34 OF 2000

EMPLOYERS IN RELATION TO THE MA-
NAGEMENT OF STATE BANK OF INDIA,
MUMBAI

The Dy. General Manager, Zone-I,
State Bank of India,
Old Prabhadevi Road,
Mumbai-400 025.

AND

Their Workmen
The Dy. General Secretary,
State Bank of India Karmachari Sena,
Old Prabhadevi Road,
Mumbai-400 025.

APPEARANCES :

For the Employer : M/s. Dhruva & Co.
Advocates

For the Workmen : Mr. Jaiprakash Sawant
Advocate

Mumbai dated 5th February, 2003

The Government of India, Ministry of Labour by its Order No. L-12012/6/2000-IR(B-I) dated 25/30-5-2000 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of State Bank of India, Mumbai by not regularising the services of Smt. Meena Ghosalkar is justified? If not then what relief the workman is entitled to?”

2. Workman Mrs. Meena Ghosalkar vide Claim-Statement Ex-7 averred that she worked in the canteen of the management State Bank of India at Shivaji Park Branch, Dadar, Mumbai from the year 1988. She was catering to the needs of employees of the Bank. She used to prepare food and beverages for the employees of the Bank and at times she was doing incidental work i.e. cleaning, sweeping etc. It is pleaded that workman used to attend the work of Water-woman i.e. sub-staff whenever the regular workman was absent or on leave and that she was getting Rs. 1050 per month. It is contended that the other workman placed in similar circumstances have been given regular employment and privileges of permanent workman, however workman has been deprived therefrom. It is averred since workman continuously worked from 1988 and that management has not regularised her services, Bank be directed to regularise her services in the Bank in the post of sub-staff employee from the date of employment in the canteen with consequential benefits. Management State Bank of India resisted the claim of workman by filing written statement Ex-10 contending that workman is not the employee of Bank. She is the canteen employee. It is pleaded that workman being not the employee of management Bank, question of regularising and paying her monetary benefit does not arise and for all these reasons claim be dismissed with costs in limine.

3. On the basis of the pleadings issues we framed at Ex-11 and consequently matter was fixed for filing affidavit in lieu of Examination-in-Chief by the workman, on 28-8-2002, 8-10-2002, 12-11-2002, 20-1-2003 and lastly today on 5-2-2003, however record shows inspite of sufficient opportunity, workman did not venture to file affidavit by way of Examination-in-Chief and that on many dates she chosen to remain absent thereby the claim has not been supported, therefore, for want of evidence the matter deserves to the disposed of and hence the order :

ORDER

Reference stands disposed of.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 26 फरवरी, 2003

का.आ. 991.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सांगली बैंक लिमिटेड, बाम्बे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, मुम्बई के पंचाट (संदर्भ संख्या साजीग्राईटी-08/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2003 को प्राप्त हुआ था।

[सं. एल 12011/06/95-आई.आर. (बो-1)]

सो. गंगाधरन, अव्वर सचिव

New Delhi, the 26th February, 2003

S.O.991.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-08/1997) of the Central Government Industrial Tribunal No. 1, Mumbai now as shown in the Annexure in the Industrial Dispute between employers the Industrial dispute between the employers in relation to the management of Sangli Bank Ltd. Bombay and their workman, which was received by the Central Government on 25-02-2003.

[No. L-12011/06/95-IR(B.I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1

MUMBAI

PRESENT :

Shri Justice S. C. PANDEY

Presiding Officer

REFERENCE NO. CGIT-08/1997

PARTIES : Employers in relation to the
management of
Sangli Bank Ltd. Bombay

AND

Their Workmen

APPEARANCES :

For the Management : Mr. Gaonkar, Advocate

For the Workman : Mr. Nabar, Advocate.

STATE : Maharashtra

Mumbai, dated the 6th day of February, 2003.

AWARD

1. This is a reference made by the Central Government of this tribunal under Sub-section (Id) of Sec-650 GI/2003—8

tion 10 read with 2A thereof of the Industrial Disputes Act 1947. The terms of reference are as follows ;

“Whether there is any anomaly in the actions of the Sangli Bank Ltd. in promoting clerk to Officers on the basis of merit list w. e. f. 1992? If so, what relief are the workmen entitled to?”

2. Sangli Bank Workers Sanghatana is the second party to this reference. It is a registered as a trade union of the employees. It is a minority trade union. It is alleged by the second party with the consent of existing union the First Party Bank had issued a promotion policy which was prevalent in the year 1988 marked as Exhibit A. The basis of promotion was merit-cum-seniority. The merit was to be judged on the basis of written examination, interview and Educational Qualifications of candidate. Then the marks obtained on merits were added to the respective seniority number of the candidate. A new list of seniority was to be prepared and the persons were promoted in accordance serial number obtained. It was stated that first party did not disclose the number of vacancies and also did not disclose the result of the written test till September, 1989. On 4th August, 1989 the First Party had entered with the majority union Sangli Bank employees an agreement regarding policy of promotion (Exhibit B). However, by this new agreement to promotion was to be done on the basis of merit-cum-seniority without any change in the manner as indicated in Exhibit A. On 29th September, 1989 the first party held interviews without disclosing the marks obtained in written test. Thereafter 50 bank employees were promoted to the post of the Officers. Four employees tried to raise a dispute regarding illegality in promotion. The first party promoted three persons out of four before the matter could be taken up by the Conciliation Officer, Poona. The case of remaining person Shri Rawate was admitted for conciliation and was transferred to Mumbai. Thereafter, other workmen represented to the second party that it should take up this case for violation of promotion policy. Consequently, a notice of strike was given by the second party union, on 2nd April 1993, the matter was admitted for conciliation. During the conciliation proceedings the Bank filed the list prepared by it in respect of Clerks eligible for promotion as a consequence of the written test. It revealed arbitrary action of the First Party Bank. It was found that the Bank did not comply with the clause 4 of the Promotion Policy dated 4th August, 1989. Accordingly, the Second Party Union demanded that the list be revised because it was apparent that claims of many employees who secured more marks had not been given due weight. The

second party wanted that this tribunal should declare that seniority-cum-merit list prepared by the Bank be declared contrary to promotion policy of Bank. It be directed that the promotion be made in accordance with the merit list prepared in accordance with the promotion policy. The promotions of three persons be quashed.

3. The stand taken by the Bank in its written statement is that with effect from 1992 till raising of dispute only three persons namely Shri D. B. Dhumak, Shri R. S. Sarfare, and Shri S. P. Dattar were promoted to Cadre of Officers. It has been stated on 5-6-1997 on behalf of second party that the promotions already made prior to making of reference shall not be affected. In view of this undertaking this reference had become infructuous. On merits it has been stated that the three employees were promoted on the basis of Settlement of the Bank with the Sangli Bank Employees' Union (the majority union for short) which has been recognized by the Bank. It has been stated that the second party is a minority union. The majority union and the Bank had entered several settlements prior to registration of second party in year 1991. It was alleged that as per promotion policy of the settlement with the majority union a written test for promotion of 50 clerks was taken on 17th April 1988. A merit list was prepared for promotion of 50 persons. Initially, 13 persons were promoted. Thereafter, 37 persons were promoted on 20-12-1990. Thereafter, recognized union raised a demand of promotion of three persons. A settlement under section 12(3) of the Act was signed by the Bank with the recognized union. The present union i.e. Party No. 2 had raised the dispute with mala fide intention. By Settlement dated 4-8-1989, the earlier settlement dated 11-8-1982 was modified. The party No. 2 had no right challenge those settlements. It was stated that list of successful candidates was circulated on 29-9-1988. Thereafter no complaint was raised. It was further argued that it was not necessary to publish the merit list as per settlement dated 4-8-1989. It is alleged Shri Rawate did not file his appeal within 15 days of declaration of list. He did not get sufficient marks. He raised a dispute on different aspect not covered by the promotion policy after ten months. It was denied that there was any favoritism or nepotism. The genuine claims for three persons named earlier were considered and a settlement dated 24-9-92 was reached before the conciliation officer under section 12(3) of the Act. It was asserted that the reasons for not promoting Shri Rawate were explained in reply filed before the Conciliation Officer. It was said

that the present Union had no locus standi to challenge the promotion made earlier. All other allegations were denied.

4. An affidavit was filed on behalf of the second party by its Treasurer Shri Ramesh Padsalgikar. He was cross-examined. Thereafter, the Bank examined Mr. P. G. Gadgil Manager by filing his affidavit. He was cross-examined.

5. It has been argued on behalf of the Bank that terms of reference are limited to promotion of officers on the basis of merit list with effect from 1992. It is contended that in the year 1992 only three persons were promoted. The order sheet dated 5-6-1997 was also referred to. The order sheet dated 5-6-1997 is as follows :

"Shri Umesh Nabar for union. Shri M. V. Gaonkar for management. Shri Nabar has filed Statement of Claim with certain exhibits. Copies have been supplied to the other side. Shri Gaonkar prays for time to file reply. Other side has no objection. 6 weeks time is granted as prayed and agreed to. Reply with documents, if any be filed within the said period, with advance copies to the other side. Looking to the nature of the dispute referred to this tribunal, I specifically asked Mr. Nabar if promotions already made prior to the making of the reference would be affected by the adjudication. Mr. Nabar in consultation with and instructions of Mr. P. R. Padsalgikar, signatory to the claim petition states that the union does not challenge the legality and propriety of the promotions already made and hence no promotee shall be affected."

6. It is apparent from the order sheet that Mr. Nabar had already conceded that second party did not want to challenge the promotions already made. The language of the terms of reference showed that question that was referred to this tribunal related to anomaly in the promotions w.e.f. 1992. Therefore, it is natural to ask what remains to be adjudicated upon. The parties do not dispute that written examinations were held on 17-5-1988. A merit list was prepared on the basis of these examinations. It is on basis of this merit list 13 clerks were promoted. Subsequently, 37 persons were promoted. Among the persons that promoted, the case of three persons was espoused by the majority union and an industrial dispute was raised on behalf of three persons. It culminated in the settlement before conciliation officer on 24th Sept. 1992, whereby D. B. Dhumak, R. S. Sarfare and S. P. Dattar were promoted.

7. The only question that has to be decided is that there was any anomaly in promotion of D. B. Dhamuk, R. S. Sarfare and S. P. Dattar as compared to Ravate. This tribunal is not concerned with the promotion of persons prior to 1992. The terms of reference limit the promotion of Clerks to the grade of Officer w.e.f. 1992. Therefore, according to merit list prepared by the Bank the promotion S. P. Dattar over prior to R. B. Rawate appears to be anomalous. R. B. Rawate is placed at No. 106 and S. P. Dattar is placed at No. 149. So far as R. S. Sarfare is concerned, he was placed at No. 65 above R. B. Rawate. Similarly, D. B. Dhamuk is placed above R. B. Rawate at No. 94. How could the Bank then promote S. P. Dattar prior to R. B. Rawate ?

8. The witness examined by the Bank admitted in cross-examination that exhibit B is the promotion policy which was followed. It is settlement dated 4th August, 1989. The final list M-2 was prepared adhering to the promotion policy. It was stated that persons named in the list M-2 from 1 to 50 were promoted in the year 1989. Then in the year 1992, the persons mentioned at No. 65, 94 and 149 were promoted. The witness admitted in doing so the Bank had not adhered to seniority list mentioned in the final list prepared as per promotion policy. The witness was unable to explain the gap between 51 to 64 for promoting No. 65. Similar gaps between 66 and 94, and 96 and 148 existed. Although this witness says that there is no anomaly in promotion in the year 1992, of these witness, even though, the promotion policy was not adhered to this tribunal is of the view that he is trying to support the action Bank without any reason. The witness admitted that in year 1992 a fresh list was not prepared and list marked as M-2 was prevailing. This Tribunal, therefore, comes to the conclusion that there was anomaly.

9. Now the argument raised on behalf of the Bank has to be considered. It has been argued that settlement dated 24-9-92 prevails over the rights of the other workmen. It has been argued that settlement dated 24-9-92 entered into with the majority Union is binding on the workmen. It appears that the settlement dated 24-9-92 was entered into during the conciliation proceedings before Shri Gyandra Singh the Conciliation Officer. It has been signed by the representative of the majority union and the Bank before the Conciliation Officer. It is also clear from the order sheet dated 5-6-1997, that Mr. Umesh Nabar

had expressed that he did not want to challenge the promotion already made. Therefore, the three persons have not been noticed. In view of these facts and the settlement of 24-9-92 it would not be proper to interfere with the promotions already made.

10. Despite the anomaly in these promotions it would not be proper to disturb the promotions for the facts stated hereinabove in paragraph 9. However, the witness admitted that document M-2 had to be adhered to so long as the fresh list was not made. The witness did not say that a fresh list was made between 1992 to 2002. It is also not known that how many vacancies were existing after 1992.

11. Under these circumstances,, the second party Union is entitled to claim relief on the final list Exhibit M-2 prepared on 26-12-1989. The list was admittedly in force in the year 1992. The witness admitted that it would prevail until a new list is prepared. It would be proper to direct the Bank to adhere to the list exhibit M-2 so long as the fresh list is or was not prepared. Therefore, it would be proper to direct that the Bank shall make promotions in filling of the vacancies of the Officers strictly in order of merit given in exhibit M-2. It shall review the promotions to the post of Officers after 24-9-92 and give promotions as directed above in case it has not filled the vacancies as directed above, and give the incumbents due seniority and consequential benefits from the date of promotion so made. It is made further clear that promotions of all persons promoted up to 1992, including the three persons who get promotions as a result of Settlement dated 24-9-92 shall not be in any way affected. It is further made clear that this award shall be effective up to the period till new list is or was prepared according to settlement dated 9th August, 1989 or any other settlement made subsequently. In other words, the award is effective so long as the merit list remained in force after 24-9-1992 subject to the availability of vacancies. The reference is accordingly answered. No costs.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 26 फरवरी, 2003

का.आ. 992.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियो-जकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कमन्वेल्थ कोर्ट चेन्नई के पंचाट (संदर्भ संख्या आई डी

सं. 672/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2003 को प्राप्त हुआ था।

[सं. एल-12012/620/98-आई. आर. (बी-1)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 26th February, 2003

S.O. 992.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 672/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 25-02-2003.

[No. L-12012/620/98-IR(B-1)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 11th February, 2003

Present : K. KARTHIKEYAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 672/2001

(Tamil Nadu Principal Labour Court CGID No.
309/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workman Sri K. Paul Pandi and the Management of State Bank of India, Tiruchirappalli).

BETWEEN

Sri K. Paul Pandi : I Party/Workman

AND

The Deputy General : II Party/Management
Manager,

State Bank of India,
Zonal Office,
Tiruchirappalli.

Appearance :

For the Workman : M/s. Aiyar & Dolia,
R. Arumugam &
N. Krishnakumar,
Advocates.

For the Management : Sri S. Kanniah, Advocate,
The Govt. of India, Ministry of Labour in exercise

of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-12012/620/98/IR(B-I) dated 20-04-99.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where the same was taken on file as CGID No. 309/99. When the matter was pending enquiry in that Principal Labour Court, the Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu Principal Labour Court to this Tribunal for adjudication. On receipt of records from that Tamil Nadu Principal Labour Court, this case has been taken on file as I.D. No. 672/2001 and notices were sent to the counsel on record on either side informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 16-10-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, the documentary evidence let in on the side of the II Party/Management alone, the other material papers on record, the written arguments filed by the learned counsel for the I Party/Workman, after hearing the arguments advanced by the learned counsel for the II Party/Management and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the order dated 26-12-94 of the management of State Bank of India in terminating the services of the workman Sri K. Paul Pandi is justified? If not, to what relief is the workman is entitled?”

2. This industrial dispute has been raised by the I Party/Workman Sri K. Paul Pandi, Challenging the action of the II Party/Management State Bank of India, the Respondent herein, in terminating him from the services of the State Bank of India as unjustified.

3. The dispute raised by the I Party/Petitioner is briefly as follows :—

The Petitioner was appointed as messenger on 5-1-79 in the Respondent/Bank. He had put in more than 15 years of unblemished record of service. The Respondent/Bank Management by an order

dated 18-7-94 placed the Petitioner under suspension and issued a charge sheet alleging various irregularities. An Enquiry Officer was appointed to conduct the domestic enquiry. He posted the enquiry to 17-8-93. Due to non-availability of the defence representative, the Petitioner could not attend the enquiry on that date. Then the enquiry was posted to 1-9-93. On that day, the Petitioner could not attend the enquiry due to sickness. Then the enquiry was posted to 17-9-93. The Petitioner gave a telegram to the Enquiry Officer about his sudden set back in his health condition and the same was received by Enquiry Officer on 16-9-93. On 16-9-93 the Petitioner's defence representative was present. The Enquiry Officer instead of adjourning the enquiry, had chosen to record that the telegram has been received by him only on 17-9-93 at 1.15 p.m. and set the Petitioner ex-parte and completed the enquiry without further notice, it shows the biased attitude of the Enquiry Officer. In the enquiry, reasonable opportunity was not given to the petitioner and the enquiry was not fair and proper. The Enquiry Officer, having observed that the prosecution could not prove the charge No. 1 and relevant authenticated proof were not made available during the enquiry gave a perverse finding by holding that the charge No. 1 was proved. The Enquiry Officer in his report has given a finding that the Petitioner is not guilty of the charges 4 and 5 and the charges 1 to 3 levelled against the Petitioner have been proved. The findings of the Enquiry Officer are pervers and not based on the evidence on record. The Disciplinary Authority passed a final order dated 26-12-94 without applying his mind dispassionately for his conclusion for accepting the findings of the Enquiry Officer. The various submissions made by the Petitioner in his representation dated 22-8-94 regarding the perversity in the findings of the Enquiry Officer was not considered by the Disciplinary Authority. The Disciplinary Authority erred in giving the punishment of dismissal without notice the maximum punishment provided for the minor misconduct for charge No. 3 alleged to have been proved is only stoppage of increment for the period not longer than six months. The Appellate Authority, though modified the order of the Disciplinary Authority to the one of discharge, has failed to consider various valid contentions raised by the Petitioner in his appeal. The Senior Officials of Respondent/Bank who had found guilty of misconducts of similar nature were dealt with leniently. Hence, the punishment imposed by the Respondent/Bank management against the petitioner is discriminatory. The unblemished past record of the petitioner was not considered both by the Disciplinary Authority and Appellate Authority. Hence, this Hon'ble Tribunal may be pleased to interfere with the punishment imposed

by the Respondent/Management on the petitioner by exercising the powers under section 11A of Industrial Disputes Act, 1947 and set aside the order of punishment and to hold that the non-employment of the Petitioner is not justified and further direct the Respondent to reinstate the Petitioner with continuity of service and back wages.

4. Disputing the contentions of the Petitioner in his Claim Statement the Respondent/Management has filed a Counter Statement. The averments in the Counter Statement are briefly as follows:—

The Petitioner has committed serious misconduct during the course of his employment as a messenger in the Respondent/Bank. Therefore, disciplinary proceedings were initiated against him. A show cause notice was issued to him and he was called upon to offer his explanation for the various misconducts said to have been committed by him. The Petitioner had failed to offer any explanation, so the Respondent/Bank had framed five charges and appointed an Enquiry Officer to go into those various charges framed against the petitioner. The enquiry proceedings were adjourned from time to time at the instance of the petitioner. But in spite of the same the Petitioner was not prepared to co-operate with the Enquiry Officer. He was anxiety to drag on the proceedings by some pretext or other. In spite of sufficient opportunities given to the Petitioner to disprove the charges levelled against him he has failed to avail for the same for the reasons best known to him. The Enquiry Officer after taking into account the various materials both oral and documentary produced on behalf of the bank had come to the conclusion that the Petitioner was guilty of three out of all the charges framed against him and submitted a report to the bank. A copy of the report of Enquiry Officer was forwarded to the petitioner with a direction to give his written explanation to the same, but the Petitioner has failed to give any explanation. Thereafter, the Respondent/Bank informed the petitioner by a letter dated 16-6-94 about the proposed punishment to be imposed by the Disciplinary Authority and the fixing up the date for personal hearing at the instance of the petitioner the said enquiry was postponed from time to time and finally posted on 22-8-94. On that day, the Petitioner appeared before the Disciplinary Authority and requested him to consider any punishment other than dismissal. The Disciplinary Authority after taking into account the various factors involved in the case, and also the claim made by the petitioner, had passed an order dated 26-12-94 imposing the punishment of dismissal without notice. The Petitioner then preferred an appeal to the Appellate Authority. The Appellate Authority after affording sufficient opportunity to the petitioner and after

taking into consideration, the oral and written submissions made by the petitioner and his representative passed an order dated 19-11-96 confirming the orders of the Disciplinary Authority. However he took a lenient view and reduced the punishment from dismissal without notice to discharge. The Petitioner has deliberately failed to attend the enquiry proceedings, though sufficient opportunity was given to him to prove his innocence in the disciplinary proceedings, he failed to avail of the various opportunities provided to him. There is no violation of principles of natural justice. The enquiry was fair and proper and the findings of the Enquiry Officer are based on oral and documentary evidence produced by the bank before him. The petitioner has raised this dispute after a long lapse of time and therefore, it is barred by limitation and laches. It is reliably learnt that the petitioner is gainfully employed in all these years and therefore, he is not eligible to get any relief. There is absolutely no merits in the claim made by the Petitioner. If this Hon'ble Tribunal during the course of proceedings observes that there were some lapses on the part of Respondent while conducting the proceedings, the Respondent may be allowed to lead both oral and documentary evidence in support the claim. Hence, it is prayed that the claim of the petitioner may be dismissed.

4. When the matter was taken up for enquiry, no one has been examined on either side as a witness. No document has been marked on the side of the I Party/Workman. Documents filed on the side of the II Party/Management have been marked by consent as Ex. M1 to M18. Learned counsel for the I Party/Workman has filed his written arguments and the learned counsel for the II Party/Management has advanced his oral arguments.

5. The point for my consideration is—

“Whether the order dated 26-12-94 of the management of State Bank of India in terminating the services of the workman Sri K. Paul Pandi is justified? If not, to what relief the workman is entitled?”

Point :—

It is admitted that when the Petitioner was working as messenger in the Respondent/Bank branch at Avoor for some irregularities alleged to have been committed by him, he was placed under suspension by an order dated 18-7-92 by the Disciplinary Authority of the Respondent/Bank management. The xerox copy of the same is Ex.M1. A show cause notice was issued to the Petitioner calling upon him to offer his explanation for the various misconducts said to have been committed by him. The xerox

copy of that show cause notice is Ex. M2. In spite giving enough time to the Petitioner for submission of his explanation to the show cause notice, he has not submitted his reply to the show cause notice till 13-1-1993. So a reminder letter was sent by the Branch Manager of Avoor branch of the Respondent/Bank to the Petitioner calling upon him to submit his explanation within 15 days. The xerox copy of that reminder letter is Ex. M3. To enquire into the various irregularities said to have been committed by the Petitioner, the Disciplinary Authority has appointed an Enquiry Officer. The Enquiry Officer has sent a communication dated 20-7-93 to the Petitioner informing him that he is decided to conduct an enquiry at 10.30 a.m. on 9-8-93 at the State Bank branch at Avoor. The xerox copy of that letter dated 20-7-93 is Ex. M4. Then again the Enquiry Officer sent another communication to the Petitioner dated 10-8-93 informing him that the enquiry is postponed to 17-8-93. The xerox copy of the same is Ex. M5. On 17-8-93, the Enquiry Officer has conducted the enquiry. The Xerox copies of the proceedings of enquiry on 17-8-93 is Ex. M6. The Enquiry Officer had his second sitting on 1-9-93. On that day also, the Petitioner has not turned up for the enquiry. Then the Enquiry Officer has postponed the enquiry to 16-9-93. On that day also, the Petitioner did not appear at 11.30 am. So, the Enquiry Officer decided to wait till 2.00 p.m. on that day awaiting the arrival of the charge sheeted employee. When he again commences the enquiry at 2.45 p.m. the Petitioner didn't appear and then he proceeded the enquiry ex-parte. Then one Perumal was examined as first witness for the management and documents have been marked through him. Then the enquiry was continued on the next day on 17-9-93. Then one John William of Avoor, Velu Udaiyar one Murugesan, Dhanam, Shanthammal and the Branch Manager of Avoor branch of the Respondent/Bank have been examined as witnesses on the management side and documents have been marked as management exhibits. The Xerox copy of that enquiry proceedings have been filed by the Respondent/Management. On the conclusion of the enquiry, the Enquiry Officer has given his report dated 6-11-93. The xerox copy of the same is Ex. M7. He has given his findings that the charges 1, to 3 levelled against the Petitioner have been proved and he found the Petitioner not guilty in respect of the other two charges. A copy of the report of the Enquiry Officer was forwarded to the Petitioner with an advice that if he desires to make any representation, he can do so to the Disciplinary Authority within fifteen days from the date of receipt of that letter. The xerox copy of that letter dated 11-11-93 is Ex. M8. For that the Petitioner has not submitted

his explanation. So the Disciplinary Authority has sent a letter dated 16-6-94 to the Petitioner informing him that he concurs with the findings of the Enquiry Officer and he proposed to impose punishment of dismissal without notice and advised him that he will be given a personal hearing and he can appear for the same and make his written submissions of the hearing, if he so desires. The xerox copy of that letter is Ex. M9. The Petitioner has sent a reply to the 2nd show cause notice. The xerox copy of the reply dated 24-6-94 is Ex.M10. Then for the personal hearing on 22-8-94 the Petitioner appeared before the Disciplinary Authority. The xerox copy of the proceedings of the Disciplinary Authority on the personal hearing on 22-8-94 is Ex.M11. In the personal hearing, the Petitioner has requested the Disciplinary Authority to consider any other punishment other than dismissal. He has not made any other representation in the personal hearing before the Disciplinary Authority. He has also given a written representation on the same day. The xerox copy of the same is Ex.M12. After considering the oral as well as the written representation of the Petitioner in the personal hearing, the Disciplinary Authority has passed the final order dated 26-12-94. The xerox copy of the same is Ex.M13. In that final order, he has confirmed the proposed punishment of dismissal without notice against the Petitioner, as per para 521.5(a) of Sastry Award with para 18.28 of Desai Award. Against that order of Disciplinary Authority, the Petitioner has preferred an appeal to Appellate Authority. The xerox copy of the appeal dated 11-2-95 is Ex.M14. The Appellate Authority sent an intimation dated 10-3-95 to the Petitioner affording him a personal hearing. A xerox copy of the letter dated 10-3-95 is Ex.M15. Then the Appellate Authority at the request of the Petitioner by his letter dated 15-3-95 has postponed the personal hearing to 31-3-96 and informed the same by letter dated 5-10-96. The xerox copy of the same is Ex.M16. Again at the request of the Petitioner by his letter dated 26-10-96 the Appellate Authority has postponed the personal hearing to 19-11-96 and informed the same to Petitioner by his letter dated 8-11-96. The xerox copy of the same is Ex.M17. Then on 19-11-96 the Petitioner appeared before the Appellate Authority for his personal hearing and made his representation. The xerox copy of the proceedings of Appellate Authority for the personal hearing dated 19-11-96 is Ex. M18. It is admitted that the Appellate Authority had passed an order by reducing the punishment of dismissal without notice imposed by the Disciplinary Authority to that of discharge from service while disposing of that appeal on 19-11-96.

6. It is alleged by the Petitioner in his Claim Statement that he was not given sufficient opportunity to put forth his defence effectively in the domestic

enquiry, and the Enquiry Officer has conducted the enquiry ex-parte, in spite of his representation that he is unable to take part in the enquiry due to his ill health. It is not his definite averment in his Claim Statement that he has not committed such irregularities as alleged in the charge memo. The various irregularities said to have been committed by the Petitioner while he was serving as messenger in the Respondent/Bank branch at Avoor, are that in the villagers of Avoor approached the bank for obtaining gold loans, the Petitioner had diverted them and he had started advancing money against gold ornaments and he had been doing his business for a considerable period of time and he had advanced around 2.5 lacs to 85 persons in and around Avoor and thereby he had indulged in money lending business, which is outside the scope of his duties and is in violation of his service conditions in the bank;

And that when some of the villagers have repaid the their loans with interest the Petitioner had failed to return the gold ornaments to them leading to filing of police complaint against him by six villagers and that he had avoided meeting the persons who have repaid the loans and he is absconding since March, 1992 and thus, he had cheated the general public and created a public scandal spoiling the image of the bank;

and that he had re-pledged the gold ornaments to private pawn brokers in Trichy and availed loans for higher amounts under higher interest and in that process, the Petitioner had enjoyed funds to the tune of Rs. 1.5 lakhs on the repledged ornaments which had made it difficult for him to redeem the gold ornaments pledged with him, despite the pledge of repaying their loans and in that process, the Petitioner had incurred outside debts far in excess of his position in the bank;

and that he had availed a consumer loan on 20-8-90 for Rs. 9550 to purchase some consumer articles, but it was found during inspection that he had pledged some of the articles purchased under consumer loan, his house owner and thus, he had misutilised the facility of consumer loans to staff; and

that the Petitioner had availed extraordinary leave on loss of pay for 377 days before joining at Avoor branch and his increment got postponed on account of this and that even after this he continues to be absent from duty at Avoor branch from 1-4-92 without any leave at his credit and without sanction of the appropriate authority and even without production of leave application or medical certificate and thus, he is continuously absenting himself from duty unauthorisedly.

7. It is the contention of the Respondent/Management that inspite of the charge memo issued to this effect, and the Petitioner has been called upon to submit his explanation, he has not submitted any explanation for the same, denying that the charges levelled against him are false and he has not committed such irregularities. This fact has not been disputed by the petitioner himself. A domestic enquiry has been conducted to enquire into the charges levelled against the Petitioner mentioned in Ex.M2. The documents filed by the Respondent/Management clearly shows that in spite of various notices issued to the Petitioner by the Enquiry Officer about the dates fixed for domestic enquiry and a direction to him to appear for enquiry, he has not taken part in the domestic enquiry, but remained ex-parte. So, the Enquiry Officer has conducted the domestic enquiry ex-parte and examined the witnesses on the side of the management and has marked the documents as management exhibits.

8. It is the contention of the Petitioner that despite his representation to the Enquiry Officer through telegram to adjourn the enquiry, the Enquiry Officer has conducted the enquiry ex-parte and it is against the principles of natural justice and since the enquiry has been conducted ex-parte, he was not given an opportunity to cross examine the prosecution witnesses and which caused him prejudice and it is against the principles of natural justice. In his Claim Statement itself, it is stated that the Enquiry Officer commenced the enquiry proceedings ex-parte on 16-9-93 and concluded the same on 18-9-93 despite the attendance of his defence representative. Such being the case, the defence representative who attended the enquiry could have proceeded with that enquiry in the absence of the delinquent employee as his authorised representative to defend him in the enquiry. But he has also not chosen to do so. The entire proceedings of the domestic enquiry reveals that as contended by the Respondent/Management the petitioner was anxious to drag on the proceedings by some pretext or other without an end and in spite of sufficient opportunities given to him to disprove the charges levelled against him, he has failed to avail of the same for the reasons best known to him. If really, the various irregularities/misconducts said to have been committed by him as alleged in the charge memo are false, he would not have failed to offer his explanation, when he was asked to do so and even after giving enough time for him to do so. Even in the Claim Statement, it is not his contention that the charges levelled against him in the charge memo as various misconducts committed by him are false. It is held by the Hon'ble High Court of Calcutta AIR 1970 Calcutta 154 H. MOITRA Vs. CALCUTTA IMPROVEMENT TRIBUNAL that "employee deliberately not appear-

ing and explaining charges against him in the disciplinary proceedings initiated against him with on to future remedy can be considered as a conduct goes against his plea that he had no opportunity to defend and that proceedings were conducted in violation of principles of natural justice". This decision of the Hon'ble High Court of Calcutta in the above case it squarely applicable to the facts of this case. Hence, it cannot be contended that the conduct of the enquiry by the Enquiry Officer in this case ex-parte is against the principles of natural justice. A perusal of the entire enquiry proceedings and a reading of the Enquiry Officer's report clearly show that sufficient oral and documentary evidence has been let in by the management to prove the charges levelled against the Petitioner, the charge sheeted employee and after analysing the same, the Enquiry Officer has given his findings that out of the five charges levelled against the Petitioner the charges 1 to 3 which are very serious in nature have been proved. From this, it is seen that the Petitioner was doing a parallel banking business as an employee of the Respondent/Bank in service. The Enquiry Officer in his report under Ex. M7 has clearly stated that the petitioner Sr, K. Paul Pandi who is the charge sheeted employee was in the habit of lending money against pledge of gold ornaments with him by the villagers of Avoor and near by villagers and after analysing the entire oral and documentary evidence on this aspect of misconduct of the Petitioner, he has observed that the charge sheeted employee has been engaging in money lending business and had failed to return the gold ornaments pledged with him by the villagers and has incurred outside debts by misusing his position in the bank and cheated the general public and spoiled the image of the bank in the eyes of the general public and hence he found him guilty of the charges 1 to 3 mentioned in the charge memo. So from this it can be said that the said finding of the Enquiry Officer is not without any evidence or basis or is a perverse finding. As it is decided by the Supreme Court in a case reported as 1998 1 LLJ 629 SECRETARY TO GOVT. HOME DEPARTMENT AND OTHERS Vs. SRI VAIGUNTHANATHAN that 'the Tribunal cannot interfere with the findings of the Enquiry Officer unless the findings are perverse and not supported by any evidence'. This decision of the Hon'ble Supreme Court is quite applicable to the facts of the present case. In a case reported as 1998 3 LLN 89 UNION BANK OF INDIA Vs. VISHWAMOHAN the Hon'ble Supreme Court has decided that "in banking business, absolute devotion diligence and integrity need to be preserved by every bank employee and in particular, by bank officer, and if this is not observed, confidence of depositors would be impaired and hence, order of dismissal of the

employee by the management is proper and justified." In a case reported as 1999 II LLJ 1994 MANAGEMENT OF CATHOLIC SYRIAN BANK Vs. INDUSTRIAL TRIBUNAL, MADRAS AND ANOTHER the Hon'ble High Court of Madras has held that "finding that employee committed fraud on a customer was established in domestic enquiry, the bank management is right in its conclusion that continuing such employee in the employment of the bank would be prejudicial to the interest of the bank, since the confidence of the customer is paramount for success of banking business. The Industrial Tribunal cannot interfere with the quantum of punishment, if proved misconduct is grave in nature warranting dismissal from service. Discretionary power to interfere with the quantum of punishment can be exercised only, when it is established that the proved charges and penalty imposed are not proportionate to each other after considering all aspects. This decision of the Hon'ble High Court is quite applicable to the facts of this case. The proved misconduct of the Petitioner, the charge sheeted employee is grave in nature warranting dismissal from service. So under such circumstances, this Tribunal cannot interfere with the quantum of punishment imposed by the Respondent/Management against the Petitioner for the proved misconduct by exercising its power under section 11A of the Industrial Disputes Act, 1947. Hence, it is found that the final order passed by the Appellate Authority of the Respondent/Management State Bank of India against the Petitioner by an order dated 19-11-1996 by reducing the punishment imposed by the Disciplinary Authority for dismissal without notice to discharge is justified. The final order passed by the Respondent/Management against the Petitioner/Workman Sri K. Paul Pandi is not the order dated 26-12-1994 as a termination of the Petitioner from service as mentioned in the Reference for adjudication. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

9. In the result, an Award is passed holding that the concerned workman Sri K. Paul is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 11th February, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side None

Documents Exhibited:—

For the I Party/Workman:— Nil

For the II Party/Management:—

Ex. No.	Date	Description
M1	18-07-92	Xerox copy of the suspension letter issued by Disciplinary Authority to Petitioner
M2	Nil	Xerox copy of the draft copy of explanation letter Called for from Petitioner
M3	13-01-93	Xerox copy of the reminder letter sent to Petitioner
M4	20-07-93	Xerox copy of the letter from the Enquiry Officer to Petitioner
M5	10-08-93	Xerox copy of the letter from Enquiry Officer to Petitioner
M6	17-08-93	Xerox copy of the enquiry proceedings
M7	06-11-93	Xerox copy of the Enquiry Officer's report.
M8	11-11-93	Xerox copy of the letter from Disciplinary Authority to Petitioner
M9	16-06-94	Xerox copy of the letter from Disciplinary Authority to Petitioner
M10	24-06-94	Xerox copy of the letter from Petitioner to Disciplinary Authority
M11	22-08-94	Xerox copy of the proceedings of personal hearing given By Disciplinary Authority to Petitioner
M12	22-08-94	Xerox copy of the letter from Petitioner to Disciplinary Authority
M13	26-12-94	Xerox copy of the order of dismissal passed by Disciplinary Authority against the Petitioner
M14	11-02-95	Xerox copy of the appeal preferred by the Petitioner to Appellate Authority
M15	10-03-95	Xerox copy of the letter from Appellate Authority to Petitioner
M16	05-10-96	Xerox copy of the letter from Appellate Authority to Petitioner
M17	08-11-96	Xerox copy of the letter from Appellate Authority to Petitioner
M18	19-11-96	Xerox copy of the proceedings of personal hearing Before Appellate Authority

नई दिल्ली, 26 फरवरी, 2003

AWARD

का.आ. 993.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में, फेडरल बैंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में लेबर कोर्ट, अर्नाकुलम के पंचाट (संदर्भ संख्या आई.डी.नं. 18/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2003 को प्राप्त हुआ था।

[सं. एल-12012/133/95-आई.आर. (बी-1)]

सी. गंगाधरन, अवसर सचिव

New Delhi, the 26th February, 2003

S.O.993.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 18/1996) of the Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Federal Bank Ltd. and their workman, which was received by the Central Government on 25-02-2003.

[No. L-12012/133/95-IR(B.1)]

C. GANGADHARAN. Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(IN THE LABOUR COURT, ERNAKULAM)

(Monday the 3rd day of January, 2003)

Present:

Smt. N. Thulasi Bai, B.A.L.L.B.,

Presiding Officer

Industrial Dispute No. 18 of 1996 (Central)

Between :

The Chairman, M/s. Federal Bank Limited, Alwaye.

And

The workman of the above concern Sri K.G. Mukundakumar, Bankman, No. 39/544, Cechin-11. Representations:

M/s. B. S. Krishnan Associates,

Advocates,

Warriam Road,

Ernakulam.

Sri. Ashok B. Shenoy,

Advocates,

Vatsal,

Cechin-35.

.. For Management

.. For Workman

This reference was made by the Central Government as per letter No. L.12012/133/95/IR (B.1.) dated 9-8-1996. The dispute is between the management of M/s. Federal Bank Limited and their workman Sri K.G. Mukundakumar. The dispute referred is:

“Whether the action of the management of M/s. Federal Bank Limited, Alwaye in retrenching Sri K.G. Mukundakumar, Bankman from service w.e.f. 18-12-86 is justified or not? If not, to what relief the workman is entitled?”

2. Pursuant to notices issued from this court the workman and management appeared through counsel. The workman filed a claim statement and management filed a written statement raising their respective claims. Thereafter a replication was filed by the workman and the case was pending for adducing evidence. Some documents were produced by the management as per petition filed by the workman and witness list also was filed by the management. Thereafter the case was pending for adducing evidence by the workman. In spite of repeated chances the workman has not turned up to adduce evidence. Today, when the case was called the workman's counsel was present and the workman was absent. The counsel submitted that he has no instructions from the workman. Workman was called absent. Under the above circumstances I am satisfied that the workman is not interested in prosecuting the dispute thereby it can be found that there exists no industrial dispute at present to be adjudicated by this court.

In the result, an award is passed finding, that there exists no industrial dispute at present to be adjudicated by this court.

Dictated to the Confidential Assistant, transcribed and typed out by her, corrected by me and passed this the 3rd day of February, 2003. Ernakulam.

N. THULASI BAI, Presiding Officer

नई दिल्ली, 26 फरवरी, 2003

का.आ. 994.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई. रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, भवनेश्वर के पंचाट (संदर्भ संख्या आई.डी.नं. 304/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-02-2003 को प्राप्त हुआ था।

[सं. एल-41012/172/99-आई.आर. (बी-1)]

सी. गंगाधरन, अवसर सचिव

New Delhi, the 26th February, 2003

S.O. 994—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 304/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of S.E. Railway and their workman, which was received by the Central Government on 25-02-2003.

[No. L-41012/172/99-IR(B.1)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE No. 304/2001

Date of conclusion of hearing 23rd Jan. 2003

Date of Passing Award 18th Feb., 2003

Between :

The Management of the
Divisional Railway
Manager, S.E. Railway,
Sambalpur. —1st Party-Management.

AND

Their Workmen
Shri J. Raja Rao,
Represented through the
Asst. General Secretary,
All India Loco
Running Staff Associa-
tion, S.E. Railway,
Sambalpur Divn.
At/Po. Kantabanji,
Distt. Bolongir —2nd Party-Workman

Appearances :

Shri Ajaya Kr. Mohanty,
Advocate. —For the 1st Party-
Management.

Shri Sitansu Kumar Das, —For the 2nd Party-
Advocate. Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-41012/172/99-IR(B-1), dated 11-11-1999 :

“Whether the action of the Management of S.E. Railway, Sambalpur in not regularizing the service of Shri J. Raja Rao, Clerk who has rendered service for 38 years in Railway Institute is justified. If not, what relief the disputant is entitled to?”

2. The case of the 2nd Party as per his Claim Statement may be stated in brief.

The 2nd Party is working as a Clerk in the Railway Institute, Kantabanji since 28-5-1958 and has completed 42 years of service. He is being paid Rs. 340 per month. He is enjoying the facilities of having free pass, treatment in the Railway Hospital and availing Casual Leave and other Leave. In the 1997 there was a proposal to regularize the services of persons who have rendered service for five years in the Railway Institute. In the district of Sambalpur Division zone first screening test was conducted on 17-10-1995. He could not appear before the screening test as he got the intimation after the date of screening test i.e. on 18-10-1995. Again the second screening test was held on 10-2-1996. He appeared before the test but he was declared disqualified being over aged. His grievance is that due to negligence of the 1st Party-Management he could not be regularized after completion of five years of service in the Group-D post. So, he raised the dispute, conciliation was made and as it failed the present reference has been made. In his Claim Statement, he has prayed to issue direction to the 1st Party-Management to regularise his service in a Group-D post from the year 1963 or from 1988 with back wages with interest at the rate of 18% per annum with further prayer for service benefits like pension and other financial benefits enjoyed by the employees of the 1st Party-Management and cost of litigation to the tune of Rs. 10,000.

3. The 1st Party-Management has filed their Written Statement. They have taken the stand that, the present reference is not maintainable as the 2nd Party is not a workman under the 1st Party-Management and that, this Tribunal has got no jurisdiction to answer the reference. It has been averred that, the 2nd Party being a worker under the Railway Institute cannot claim to be a workman under the 1st Party-Management as he was engaged as a worker in a quasi administrative organization. In the year 1995 a screening test was held as per the instruction of the Railway but the 2nd Party did not turn up. Subsequently, in the year 1996 further screening test was held and the 2nd Party was found over aged even if upper age limit of five years was extended to him. So, the 1st Party-Management has taken the stand that the 2nd Party is not entitled for any relief.

4. On the above pleading of the parties, the following Issues have been settled.

ISSUES

1. Whether this Tribunal has got jurisdiction to answer the reference?
2. Whether the 2nd Party-Workman can be treated as workman?
3. Whether the action of the 1st Party-Management in not regularizing the services of Shri J. Raja Rao, Clerk is justified?
4. What relief the workman is entitled to?
5. On behalf of the 2nd Party one witness has been examined and he is the Workman himself. He has exhibited seven documents in support of his case. On the other hand, the 1st Party Management has examined one witness in support of their case.

FINDINGS

6. I will take up Issue No. II first for convenient sake

ISSUE NO. II

7. The learned Counsel appearing on behalf of the 1st Party-Management has submitted that, the 2nd Party was working under the quasi administrative organization of the 1st Party-Management can not be treated as a workman in terms of the definition of the Industrial Disputes Act on workman. According to him as the 2nd Party has worked under the Railway Institute and has not received his salary from the 1st Party-Management who has got no administrative control, the 2nd Party is not a workman as per the definition of the Industrial Disputes Act. On the other hand, the learned Counsel appearing on behalf of the 2nd Party has submitted that, when admittedly Railway Institute, Kantabanji is an integral part of the 1st Party-Management, the 2nd Party having worked in the Railway Institute is a workman as per the definition of the Industrial Disputes Act. After hearing of both the parties, I am not inclined to accept the submission made on behalf of the 2nd Party. Admittedly, no order of appointment has been issued to the 2nd Party by the 1st Party-Management. The certificate, which has been exhibited, in this case as Ext.-I filed by the 2nd Party reveals that, he was working under the Railway Institute, Kantabanji and this certificate has been issued by the Honorary Secretary of S.E. Railway, Kantabanji. The 2nd Party has admitted in the cross examination that, he had not received any appointment letter and he was receiving the payment from the Management of the Railway Institute and he was applying for leave to the Honorary Secretary,

Railway Institute, Kantabanji. The witness examined on behalf of the 1st Party-Management has admitted that the Railway Institutes and clubs are the integral part of the Railway administration. But admittedly, when the 2nd Party has not been appointed by the 1st Party-Management and payment is being made to him by the Managing Committee of the Railway Institute on which no direct administrative control is being exercised by the 1st Party-Management. So, in that case even if the 2nd Party has worked in the Railway Institute, Kantabanji, he cannot be defined as a workman as per the Industrial Disputes Act. So, this Issue is answered in favour of the 1st Party-Management.

ISSUE NO. I

8. I have already recorded a finding in respect of Issue No. II in my previous paragraphs that the 2nd Party is not a workman. The Industrial Tribunal would have no jurisdiction to answer the reference as per the Industrial Disputes Act if a person has raised dispute who is not a workman. When the 2nd Party is not a workman, the provisions of the Industrial Disputes Act would not be applicable to him. In other words this Tribunal will have not jurisdiction to answer the reference.

ISSUE NO. III

9. A lengthy argument has been advanced on behalf of the 2nd party to justify his claim for regularization in the Group-D post from the year 1963 i.e. when has completed five years of service in the Railway Institute. Inviting the attention of the Tribunal to the documents and the evidence of the 1st Party-Management it has been admitted that when there was a proposal to regularize the workers who have worked in the quasi administrative organization, the case of the 2nd Party could have been considered after five years and due to negligent of the 1st Party-Management that could not be done as a result of which the 2nd Party suffered a loss and when he appeared before the screening test he was disqualified as he was cross the age limit prescribed. It is true that there was a proposal for preparation of screening test of workers who is working in quasi administrative organization after completion of five years of service. The 2nd Party joined in the year 1958 and completed five years in the year 1963. When his case was not considered he did not raise any objection or dispute at that time. But when he was disengaged in the year 1966 he raised the dispute claiming that he should have been regularized

from the year 1963 or from the year 1988. In Paragraph 4 of his Claim Statement, it has been averred that, the 1st Party-Management has taken prompt action to regularize the services of one Shri J. R. Rao and he was standing on the same footing on which the 2nd Party is standing. In view of my findings given in respect of Issue Nos. I and II, this Tribunal can not grant any relief to the 2nd Party even if it is accepted for the argument sake that some injustice has been showed to the 2nd Party. When the 2nd Party has failed to make out a case that he is a workman under the 1st Party-Management, this Tribunal would have no jurisdiction to grant any relief under the Industrial Disputes Act because this Tribunal does not have any inherent powers like Hon'ble High Court and Hon'ble Supreme Court to grant any relief. So, it cannot be said that, the action of the 1st Party-Management in not regularizing the services of the 2nd Party, Shri J. Raja Rao is illegal. Hence, this Issue is answered accordingly.

ISSUE NO. IV

10. In view of my findings recorded in respect of Issue Nos. I, II and III the 2nd Party-Workman is not entitled for any relief. As regards equal pay no relief can be granted by this Tribunal because the Railway Institute is not a Party to the proceedings.

11. Reference is answered accordingly.

S. K. DHAL, Presiding Officer

BEFORE THE C.G.I.T.-CUM-LABOUR COURT BHUBANESWAR

Tr. I. D. Case No. 304/2001

List of the Witnesses Examined on behalf of the 2nd Party-Workman.

W. W. No. 1. Shri J. Raja Rao (the 2nd Party-Workman)

List of the Witnesses Examined on behalf of the 1st Party-Management.

M. W. No. 1. Shri Giridhari Bindhani.

List of Documents exhibited on behalf of the 2nd Party-Workman.

Ext. 1. Copy of the certificate issued to the Workman on 26-8-1997 by the Honorary Secretary, S. E. Railway Institute, Kantabanji.

Ext.-2. Copy of the letter No. 75/99, dated 4-4-1999 of S. E. Railway Institute, Kantabanji.

Ext.-3. Copy of representation, dated 21-10-1995 of the workman to DRM, S. E. Railway, Sambalpur.

Ext.-3/1. Copy of representation, dated 30-11-1996 of the workman to the Addl. DRM, S. E. Railway, Sambalpur.

Ext.-3/2. Copy of representation, dated 2-10-1997 of the workman to the Chief personnel Officer, S. E. Railway, Calcutta.

Ext.-3/3. Copy of representation dated 15-4-1999 of the workman to the DPO, S. E. Railway, Sambalpur.

Ext.-4. Copy of the correspondence made by the Divisional Personnel Officer, Sambalpur with the Asstt. Engineer, S. E. Railway.

Ext -5. Copy of the letter No. SPR/Screening/ NRB/96, dated 9-2-1996 by DPO, Sambalpur to the Secretary, S. E. Railway Institute to attend the screening test on 10-2-96.

Ext -6. Copy of letter, dated 13-1-1997 addressed to Sr. D.P.O., S.E. Railway, Visakhapatnam, addressed by D.P.O. Sambalpur with copy to the workman.

Ext.-7. Copy of the letter No. RI/SER/SM/ 93, dated 23/24-9-93-order appointing some person.

List of Documents exhibited on behalf of the 1st Party-Management.

No documents has been exhibited on behalf of the 1st Party-Management.

नई दिल्ली, 26 फरवरी, 2003

का.आ. 995:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पारादीप पोर्ट ट्रस्ट के प्रबन्धन के संबंध में जियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 42/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-2-2003 को प्राप्त हुआ था।

[सं.एल.-38025/1/2003-आई.आर. (वो.-II)]

से गंगाधरण, अवर सचिव

New Delhi, the 26th February, 2003

S.O. 995.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 42/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Paradip Port Trust and their workman, which was received by the Central Government on 25-2-2003.

[No. L-38025/1/2003-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT :

Shri S. K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour,
Court, Bhubaneswar.

I.D. Misc. Case No. 42/2001

Date of Passing Order — 26-12-2002

BETWEEN :

Shri Prasanta Kumar Kar,
At-Qrs. No. MHI-98,
PO.P.S.-Paradip Port,
Dist.-Jagatsinghpur, Orissa.

Petitioner.

AND

1. The Chairman, Paradip Port Trust,
At-PO-Paradip. Dist.-Jagatsinghpur.
2. The Chief Medical Officer,
Paradip Port Trust, Dist.-Jagatsinghpur,
3. The Estate Officer, Paradip Port Trust,
Dist.-Jagatsinghpur, Orissa

.. Opposite Parties.

APPEARANCE :

None

.. On behalf of the
applicant.

Shri N. K. Senapati,
Head Assistant, PPT

.. On behalf of Opposite
parties.

ORDER

This order arises on the application filed under Section 33-A of the Industrial Disputes Act, 1947 by one Shri Prasanta Kumar Kar.

2. The representative of the Opposite Party is present. None appears on behalf of the Petitioner on repeated calls. Hence, this Misc. Case is dismissed for default.

3. Order is passed accordingly.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 3 मार्च, 2003

का.आ. 996 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (संदर्भ संख्या 24/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2003 को प्राप्त हुआ था।

[गं.पत्र. -12011/46/2002-आई.आर. (बी.-II)]

सी. गंगधरण, जवर सचिव

New Delhi, the 3rd March, 2003

S.O. 996.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 27-2-2003.

[No. L-12011/46/2002-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT "SHRAM SADAN"

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,

YESHWANTHPUR BANGALORE

Dated : 4th February, 2003

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com, LLB., Presiding Officer.

CGIT-CUM-LABOUR COURT, BANGALORE

C.R. No. 24/2002

I PARTY

The State Secretary,
Bijapur District Bank Daily,
Deposit Collectors Asson,
C/o Canara Bank,
Azad Road,
BIJAPUR-586 101.

II PARTY

The Assistant General Manager,
Syndicate Bank,
Zonal Office,
(Industrial Relation Cell),
BANGALORE-560009,

AWARD

1. The Central Government by exercising the powers conferred by clause (d) Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12011/46/2002 (IR-CB-II) dated 24th May, 2002 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of M/s. Syndicate Bank is justified in terminating the Pigmy Agency in respect of Shri L. P. Kulkarni, Workman? If not, what relief the workman is entitled to?"

2. The workman was working with the management as Pigmy Agent. His services were terminated and therefore, Industrial Dispute is raised.

3. Parties appeared. First party filed Claim Statement. The case of the first party in brief is as follows :

4. The workman was working as Pigmy Agent from 18-4-1988 to 22-7-1997 at the branch office and his services are terminated w.e.f. 22-7-1997. Termination is illegal. It is said in Para 6 of the Claim Statement that allegations made by the management are baseless and untrue. He was not irregular in his duties. He was very regular in collection of deposits. No fraud is established by the management. There is no evidence regarding loss of customers confidence. Management has not proved any thing. Order of the High Court is relied. Workman for these reasons as prayed to allow the reference.

5. Management appeared but even after giving adjournments have not filed counter. During the Camp Court at Hubli adjournment was refused and workman was examined as WW1. He has given detailed evidence saying that he has not misappropriated any amount and the order of termination is illegal.

6. The learned counsel appearing for the management has not filed the counter and participated in the proceedings

and cross examined WW1. Nothing is made out from the cross examination of WW1 to prove the case of the workman.

7. On 30th January, 2003 counsel appearing for the management has filed Counter. It is not correct to say that Ministry of Labour has evidently taken up the instant dispute by conferring the status of workmen automatically on Shri L. P. Kulkarni, the Pigmy Agent, and Syndicate Bank, in keeping in view the verdict of Hon'ble Supreme Court of India should regularize him. It is also not correct to say that as such Shri L. P. Kulkarni was confirmed as a workmen and accordingly termination of his services is in violation of the provisions of Industrial Dispute Act. The appointment was purely on contractual basis and it is only a relationship of Principal and Agent. The workman is not coming under the definition of Employer and Employee. The decision of the Hon'ble Supreme Court of India is wrongly interpreted by the workman. The Domestic enquiry is conducted in respect of regular employees. Service conditions are not applicable to the workman. The action of the management is correct. Management for these reasons and for some other reasons has prayed to reject the reference.

8. I already said workman got examined himself as WW1. Management has not examined any witnesses.

9. In view of the decision of the Hon'ble Supreme Court of India reported in 2001 AIR SCW 749 now the first party is a workman. The first party being a workman cannot be terminated as done by the management in this case.

10. Admittedly management have not conducted any enquiry. Management has not proved any charges and as per the decision of the Hon'ble Supreme Court of India first party is a workman. Accordingly I proceed to pass the following Order :

ORDER

The reference is partly allowed. The Management is directed to regularize the services of the first party who is a workman as per the direction of the Hon'ble Supreme Court of India referred above.

Accordingly reference is disposed off.

(Dictated to PA transcribed by her corrected and signed by me on 4th February, 2003)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 3 मार्च, 2003

का.आ. 997.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चेन्नई पोर्ट ट्रस्ट के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अस्तित्व में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 248/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2003 को प्राप्त हुआ था।

[सं.एल.-33011/2/99-आई.आर.-(एम.)]

सी गंगाधरण, अवसर सचिव

New Delhi, the 3rd March, 2003

S.O. 997.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 248/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of

Chennai Port Trust and their workman, which was received by the Central Government on 28-2-2003.

[No. L-33011/2/99-IR(M)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 14th February, 2003

PRESENT :

K. KARTHIKEYAN, Presiding Officer.

Industrial Dispute No. 248/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 261/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workmen and the Management of the Chairman, Chennai Port Trust.)

BETWEEN

The General Secretary, .. I Party/Claimant

Madras Port United Labour Union,
Chennai.

AND

The Chairman, .. II Party/Management
Chennai Port Trust,
Chennai.

APPEARANCE :

For the Claimant : M/s. R. P. Pannerselvan and
Rd Damodaran, Advocates.

For the Management : Sri M. M. Shanmugham and
S. Jayakumar, Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-33011/2/99/IR(M) dated 21-9-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 261/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 248/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 9-2-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, the documentary evidence let in on either side, the other material papers on record, the written arguments filed by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

"Whether the demand of Madras Port United Labour Union for creation of supernumerary posts under the arbitration award to accommodate the SC/ST employees is justified or not? If justified, to what relief the workmen are entitled?"

"Whether the demand of Madras Port United Labour Union for promotion of Shri E. Jaganathan as

Office Superintendent from the post of Assistant Superintendent, Traffic Department as extended to his other co-workmen is justified? If justified, to what relief the workman is entitled?"

2. The averments in the Claim Statement filed by the I Party/Claimant the General Secretary, Madras Port United Labour Union (hereinafter refers to as Petitioner) are briefly as follows:—

Based on the Arbitration Award the II Party/Chennai Port Trust Management has created promotional posts in 23 categories on 13-1-97. The cut off date for giving effect for such promotion was 31-3-90. According to the Arbitration Award to satisfy the reservation rules for SC/ST supernumerary posts may be created, wherever necessary which will be personal to the individual concerned and to be adjusted against the future vacancies. Initially, the promotions were given to the employees as per the Arbitration Award and they were getting monetary benefits. But, in later stage, to comply with the said Award to create such supernumerary posts to accommodate the SC/ST employees was not done. In the result, the promotion for the other community employees were affected. The proceedings of the Chairman dated 13-1-97 created 13 posts of Senior Assistants (Works) according to the Arbitration Award. Sri Ananthakrishnan and Sri K. Panduranga Chetty, Senior Works Clerks submitted a claim on 23-6-97 to consider them for promotion against the 13 posts created. Out of 13 posts, 8 posts were allocated for Civil Engineering Department and 5 posts were allocated for Electrical and Mechanical Department. Among 8 posts of Civil Engineering Department, one is reserved for SC, and one is reserved for ST. By promoting Sri S. Ramachandran against SC roster point, and Sri K. Gribabu against the ST roster point, the promotion claimed by Sri Ananthakrishnan and Sri Panduranga Chetty was not considered. So, the non-creation of supernumerary posts to accommodate the SC/ST employees in the proceedings of Chairman dated 13-1-97 to accommodate SC/ST employees has deprived the due promotion of Sri M. Ananthakrishnan and Sri K. Panduranga Chetty. The non-compliance of creating supernumerary posts for SC/ST employees to accommodate roster rolls has resulted in denial of due promotion to other community employees under the Arbitration Award by accommodating the SC/ST employees in the course totally created as listed in the proceedings dated 13-1-97. Thus, the claim to create supernumerary posts for SC/ST is sustained and other community employees denied promotion due to this lapse. They have to be promoted from earlier dates against the posts created and the Award and consequential vacancies that arise in the respective channels of promotion. Sri E. Jaganathan has not been considered for promotion as per the Award. But his juniors were promoted to the post. The said Jaganathan was called for interview for selection, but at that time, Writ Appeal No. 93 of 1994 was pending before the Hon'ble High Court regarding earlier promotion. So, he did not attend the interview, but in the Respondent/Management several persons were given promotion without conducting interview. This was done in order to satisfy the Arbitration Award. The said Jaganathan has no adverse remarks in his service. But his juniors Sri M. P. Govindaraj, Smt. Rajathi, Sri K. Ramadurai and S. Dhanraj, who were promoted to the said post had been subjected for domestic enquiry and also punishment was given to them. The contention of the management that the said Jaganathan had not attended the interview held for promotion was unsustainable. He has explained the circumstances as to why he has not appeared for interview in his letter dated 20-10-94 to the Management. On the other hand, one Dhanraj who died while in service was promoted to the said post without interview. He got all the monetary benefits of the promotional post. The management has discriminated Sri E. Jaganathan in the matter of promotion as Office Superintendent against the post created under the Award. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the demand of the Petitioner Union for creation of supernumerary posts under the Arbitration Award to accommodate SC/ST employees is justified and order to create supernumerary posts to accommodate the SC/ST employees and promote them from the date of vacancy of such posts and the demand of the Petitioner Union for promotion of Sri E. Jaganathan as Office Superintendent from the post of Assistant Superintendent, Traffic Department as extended to his co-workmen is

justified and order the Respondent to promote him retrospectively and pay the monetary benefits entitled to him and pass such further orders, this Court deem it fit and proper in the circumstances of this case.

3. The II Party/Management Chennai Port Trust, Chennai, (hereinafter refers to as Respondent) has filed a Counter Statement with the following averments:—

Due to the application of the Award, the employees of other communities who have attained qualifying service could not be promoted due to the application of rules for SC/ST. In the Arbitration Award no qualifying service was prescribed for promotion either for SC/ST or for other community employees hence, SC/ST employees were accommodated as per reservation rules against the post reserved for them. There is no necessity to create supernumerary posts to accommodate SC/ST employees. In 1985 four vacancies arose in the cadre of Office Superintendent in Traffic Department. Out of which two vacancies reserved for SC and remaining two were unreserved. The Office Superintendent post is a selection post and departmental promotion committee constituted by the Chairman and it interviewed 10 Head Clerks and recommended 4 employees for inclusion in the panel for promotion to the post of Office Superintendent. The Committee has not selected Sri E. Jaganathan for the reasons that he has been in just and average worker and his past performance as Head Clerk has not been up to the mark and further, being an epileptic patient he does not have good health. Sri E. Jaganathan preferred a Writ Petition No. 1205/85, challenging the selection and also filed an application in W.M.P. No. 2089/85 for interim injunction restraining the Chairman not to promote two Head Clerks belonging to SC. The Trust has filed an application in W.M.P. No. 10914/85 in which the Hon'ble High Court directed the Trust to fill up the post of Office Superintendent keeping one post vacant pending outcome of the W.P. No. 1205/85. Accordingly, Sri P. Angamuthu and R. Krishnan were promoted to the post of Office Superintendent w.e.f. 6-9-90. On 25-11-93 the Hon'ble High Court dismissed the Writ Petition filed by Sri E. Jaganathan. Then he preferred a Writ Appeal in W.A. No. 93/94. During the year 1994, there were six vacancies of Office Superintendent in Traffic Department out of which, one is reserved for ST and two for SC. Sri E. Jaganathan was required to appear before the Departmental Selection Committee on 24-10-1994. Sri E. Jaganathan by his letter dated 20-10-94 replied that the W.A. No. 93/94 was admitted and hence, he cannot participate in the interview. Hence, Sri E. Jaganathan was not interviewed for the post of Office Superintendent and hence, he could not be considered for the post of Office Superintendent. He retired from service on 31-10-94 and the W.A. No. 93/94 was also dismissed on 31-10-94. The Trust has not discriminated Sri E. Jaganathan and the demand of the Petitioner Union is unsustainable in law and he is not entitled for any relief as claimed by the Petitioner. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claims of the Petitioner Union.

4. When the matter was taken up for enquiry finally, no one has been examined as a witness on either side. With the consent of the learned counsel on either side, documents filed on either side have been marked as Ex. W1 to W4 and M1 and M2 respectively. Learned counsel on either side have filed their respective written arguments.

5. The Points for my consideration are:

"Whether the demand of Madras Port United Labour Union for creation of supernumerary posts under the arbitration award to accommodate the SC/ST employees is justified or not? If justified, to what relief the workmen are entitled?"

"Whether the demand of Madras Port United Labour Union for promotion of Sri E. Jaganathan as Office Superintendent from the post of Assistant Superintendent, Traffic Department as extended to his other co-workmen is justified? If justified, to what relief the workmen is entitled?"

Point(s):—

6. The I Party/Claimant Madras Port United Labour Union has raised this industrial dispute for a direction to the Res-

pondent/Management to create supernumerary posts based on Arbitration Award to accommodate SC/ST category employees and to promote a workman by name Sri E. Jaganathan as Office Superintendent and for a direction to the Respondent/Management to take into consideration the total period of service for the future promotion under the Scheme of grouped posts. Except filing of documents on either side as exhibits, no one has been examined as a witness on either side. Four documents as Ex. W1 to W4 on the side of the Petitioner and two documents as Ex. M1 and M2 on the side of the Respondent/Management have been exhibited. Learned counsel on either side had filed their respective written arguments. Ex. W2 is the xerox copy of the Notification in the Central Govt. Gazette dated 5-2-96 for the publication of the Award of the Arbitrator in the industrial dispute between the employees and the management of Madras Port Trust, Madras. Mr. T. S. Sankaran, who was appointed as the Arbitrator in the industrial dispute between the Madras Port Trust management and Madras Port Trust Employees Union for the arbitration in respect of eight items of dispute has passed an Award and it is not disputed. Ex. W3 is the xerox copy of the proceedings of the Chairman, Madras Port Trust dated 13-1-1997 in respect of implementation of the Award given by the Arbitrator Sri T. S. Sankaran. Ex. W4 is the xerox copy of the orders issued by the Madras Port Trust administration dated 22-8-97 in respect of promotion to the post of Office Superintendent as per Sankaran Committee Award. This is also not disputed by the Respondent/Madras Port Trust management. It is the contention of the 1 Party/Claimant Union that in the award passed by the Arbitrator under Ex. W2, a direction has been given to the Madras Port Trust management for creation of supernumerary posts to accommodate SC/ST employees, but it was not done by the Respondent/Madras Port Trust management and in the result the promotion for other community employees were affected and that in the proceedings dated 13-1-1997 of the Chairman of Madras Port Trust 13 posts of Senior Assistants (Works) were created according to the Arbitration Award and when Sri Ananthakrishnan and K. Panduranga Chetty, Senior Works Clerks submitted the claim on 23-6-97 to consider them for promotion against the 13 posts created, they were not considered and out of 13 posts, 8 posts were allocated for Civil Engineering Department one is reserved for SC, and one is reserved for ST and by promoting Sri S. Ramachandran against SC roster point and Sri Giribabu against ST roster point, the promotion claimed by Sri Ananthakrishnan and Sri Panduranga Chetty were not created and the non-creation of supernumerary posts of Senior Assistants (Works) to accommodate SC/ST employees has deprived the due promotion of Sri Ananthakrishnan and Panduranga Chetty. It is further contended that the non-compliance of creating supernumerary posts for SC/ST employees to accommodate roster rules has resulted in denial of promotion to other community employees under Arbitration Award, by accommodating the SC/ST employees in the posts totally created as listed in the proceedings of the Chairman of the Madras Port Trust dated 13-1-1997. But, it is the contention of the Respondent/Management that in the Arbitration Award, no qualifying service for promotion was stipulated either for SC/ST or for other community, hence, SC/ST were accommodated as per reservation rules against the posts reserved for them and hence there is no necessity to create supernumerary posts to accommodate SC/ST employees. From this contention of the Respondent/Management, it is seen that they have not disputed that there is a direction in the Arbitration Award for creation of supernumerary posts to accommodate SC/ST employees. For the non-creation of supernumerary posts by the Respondent/Management as per the Arbitration Award, the reason given by the Respondent/Management that in the Arbitration Award no qualifying service was prescribed either for SC/ST or other community employees for promotion to higher posts created under the Award. So this stand taken by the Respondent/Management is against the terms of the Arbitration Award itself. In Ex. W3, the proceedings of the Chairman, Madras Port Trust, it is stated that the Arbitrator vide his order dated 18-12-96 has given the clarifications and one among them is, to satisfy the rules for SC and ST supernumerary posts may be created to accommodate the SC/ST employees wherever necessary and those supernumerary posts will be personal to the individual concerned and to be adjusted against the future vacancies. It is further stated in that proceedings that in pursuance of the above Award and in exercise of the powers conferred on him (the Chairman Madras Port Trust), under section 27 of the Major Port Trust Act, 1963 sanction is

hereby accorded for creation of posts on the Schedule of employees of different departments of the Trust and also for abolition of equal number of posts in the lowest category of Posts as indicated in Annexure I to VIII and that in respect of promotions to be made as per the Award the reservation rules for SC/ST have to be followed. From all these things, it is seen that the demand of the Madras Port Trust United Labour Union for creation of supernumerary posts under the Arbitration Award to accommodate SC/ST employees is justified. It is the contention of the Petitioner/Claimant Union that the non-creation of supernumerary posts of SC/ST employees has deprived the due promotion of Mr. Ananthakrishnan and K. Panduranga Chetty and it resulted in denial of due promotion to other community employees. This has not been disputed by the Respondent/Madras Port Trust management as incorrect or as a felicitous argument. On the basis of the materials available, it is seen that the said demand of the Madras Port United Labour Union is a justified one. So as per the direction in the Arbitration Award the Respondent/Management of Chennai Port Trust shall create such supernumerary posts, as per the Arbitration Award and accommodate the eligible employees to those posts by giving promotion from the date of vacancy of such post.

7. The second demand made by the Petitioner Union is for the promotion of Sri E. Jaganathan as Office Superintendent from the post of Assistant Superintendent, Traffic Department as extended to his other co-workmen. It is the contention of the Petitioner Union that in the year 1985 four vacancies arose in the cadre of Office Superintendent in Traffic Department and out of which two reserved for SC and remaining two were unreserved and that the Office Superintendent is a selection post, the Departmental Promotion Committee which interviewed 10 Head Clerks has not selected Mr. Jaganathan since he is not upto the mark and further he being a epileptic patient and the said Jaganathan has preferred a Writ Petition in the Madras High Court challenging the selection and the High Court has dismissed the Writ Petition on 25-11-93 and that Jaganathan preferred a Writ Appeal in 1994 and there was six vacancies in 1994 for the post of Office Superintendent in Traffic Department and that one was reserved for SC and two were reserved for ST and the said Jaganathan refused to appear before the selection committee on 24-10-1994. Hence, he was not considered for that post. Subsequently, the Writ Appeal No. 93/94 was dismissed on 31-10-1994 and he also retired from the service on the same day. It is further contended by the 1 Party/Union that as per the Arbitration Award 52 Assistant Superintendents were promoted without any interview and medical fitness. The non-selection of Mr. Jaganathan by the Departmental Promotion Committee in the interview and its report are all arbitrary and mala fide. So the promotion order of Traffic Manager dated 22-8-97 has to be set aside and Mr. Jaganathan has to be promoted as Office Superintendent as extended to co-workmen. In Ex. W4 an order passed by the Traffic Manager dated 22-8-97 for the promotion to the post of Office Superintendent as per Sankaran Committee Award, it is stated that in pursuant to the Arbitration Award and in compliance with the orders issued in Chairman Port Trust proceedings dated 13-1-97, the employees mentioned thereunder who were earlier promoted to the post of Office Superintendent against regular vacancies on the dates noted against each in column 3 deemed to have been promoted to the post of Office Superintendent from the dates noted against each. This order has been passed on 22-8-97. It is admitted that the said Jaganathan has retired from service on 31-10-1994 and on the same date his Writ Appeal No. 93/94 was also dismissed by the Hon'ble High Court. This order of the Traffic Manager under Ex. W4 has been passed three years subsequent to the dismissal of Writ Appeal preferred by the said Jaganathan and his date of retirement from service. It is the contention of the Petitioner Union that S. No. 7, P. Angamuthu, 8, R. Krishnan and 13, M. P. Govindaraj who have been promoted on 6-9-90 and 31-8-91 respectively are all junior to the said E. Jaganathan and hence, the said promotion has to be extended to the concerned workman E. Jaganathan also. For the contention of the Petitioner Union that as per the Arbitration Award 52 Assistant Superintendents mentioned in Ex. W4 had been promoted without any interview and medical fitness have not been established by any acceptable evidence. On the other hand, it is not disputed that after the dismissal of the Writ Petition filed by said Jaganathan, challenging the earlier selection conducted by the Departmental Promotion Committee by interviewing

10 Head Clerks for the post of Office Superintendent, he preferred a Writ Appeal No. 93/94 and when it is pending, the six vacancies arose for the post of Office Superintendent in Traffic Department in the year 1994, the said Jaganathan was also asked to appear before the Selection Committee on 24-10-1994 and since he refused to attend the interview, he was not considered for that post also is not disputed. So, under such circumstances, the contention of the I Party/Union that the Respondent/Management is discriminative towards said Jaganathan by not giving promotion to him as Office Superintendent in Traffic Department is not correct. On the other hand, on the basis of the materials available in this case, it is seen that the demand of the I Party/Union for the promotion of Sri E. Jaganathan as Office Superintendent from the post of Assistant Superintendent of Traffic Department is not justified. Hence, the concerned workman Sri E. Jaganathan is not entitled for any relief. Thus, the points are answered accordingly.

8. In the result, an Award is passed holding that the demand of the Madras Port United Labour Union for creation of supernumerary posts as per the Arbitration Award to accommodate SC/ST employees is justified. Hence, the Respondent Chennai Port Trust management shall create such supernumerary posts as per the Arbitration Award and accommodate the eligible SC/ST employees to those posts by giving promotion from the date of vacancy of such posts. The other demand of the Petitioner Union in respect of promotion for the workman Sri E. Jaganathan as Office Superintendent in the Traffic Department is not justified. Hence, the concerned workman is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 14th February, 2003).

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side : None

Documents Exhibited :—

For the I Party/Workman :—

Ex. No.	Date	Description
W1	31-10-94	Xerox copy of the judgement of High Court of Madras in W.A. No. 93/94.
W2	03-02-96	Xerox copy of the Government of India Notification.
W3	13-01-97	Xerox copy of the proceedings of the Chairman, Chennai Port Trust.
W4	22-08-97	Xerox copy of the proceedings of Traffic Manager promotion to the post of Office Superintendent as per Sankaran Committee Award.

For the II Party/Management :—

Ex. No.	Date	Description
M1	Nil	Xerox copy of the Traffic Department gradation list as on 1-1-94.
M2	Nil	Xerox copy of the Traffic Department gradation list as on 1-1-97.

नई दिल्ली, 3 मार्च, 2003

का.अ. 998.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलौर

के पंचाद (सदम संख्या 44/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2003 को प्राप्त हुआ था।

[सं.एल.-12012/74/2002-आई.आर. (बी.-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 3rd March, 2003

S.O. 998.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 27-2-2003.

[No. L-12012/74/2002-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT "SHRM SADAN", III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE

Dated 3rd February, 2003

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com. LLB, Presiding Officer CGIT-Cum-Labour Court, Bangalore.

C.R. No. 44/2002

I PARTY :

Shri Vasant Gururao Kusanur,
C/o M. Ramarao,
No. 9,
Corporation Building,
Broadway,
Bubli-580 020
Karnataka

II PARTY :

The General Manager (P),
Syndicate Bank,
Head Office,
Manipal-576 119,
Karnataka

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/74/2002-IR(B-II) dated 12th August, 2002 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the Syndicate Bank management in terminating the services of Shri Vasant Gururao Kusanur, Pigmy Agent from Vishweshwar Nagara, Hubli

Branch w.e.f. 26-8-1991 is justified? If not, what relief the workman is entitled to?"

2. The first Party was working as Pigmy Agent with the Management. He was terminated and therefore Industrial Dispute is raised.

3. Parties appeared. First party filed Claim Statement. No Counter Statement is filed by the Management.

4. The case of the workman in brief is as follows :

5. The first party workman joined as Pigmy Agent with the management w.e.f. 16th June, 1975 and worked up to 29th August, 1991.

6. It is the further case of the workman that on 26th August, 1991 the management refused work to him. Management has illegally terminated his services. The workman has not committed any misconduct. No notice was given to him. No enquiry was held against him. The order of termination is illegal. The workman has made representations to the management to give him work but the management went on saying that the matter is pending before the Hon'ble Supreme Court and has not considered the representation of the workman.

7. It is the further case of the workman that the Supreme Court of India in the recent decision has held that the Pigmy Agents are workman and there is direction to regularize the workman. Workman for these reasons and for some other reasons has prayed to pass award in his favour.

8. It is seen from the record that many adjournments were granted to the management. But the management for the reasons best known to it has not filed Counter Statement at all. Time was refused. Workman was examined during Hubli Camp.

9. With great difficulty camp court is held at the request of the workman. Adjournment was refused at Hubli. Workman was examined as WWI. He has given evidence that he was working as Pigmy Agent to the Bank. He further says he has not committed any misconduct. He is cross examined but nothing is made out from his cross examination.

10. Thereafter I have heard the arguments of the learned representative appearing for the workman and also the learned counsel appearing for the management Ex. W1 is marked.

11. In view of the decision of Hon'ble Supreme Court of India reported in 2001 AIR SCW 749 first party is a workman and the management has to consider his case. Allegations made by the workman are not proved at all. Even the management has not filed Counter. Without the Counter the learned counsel appearing for the management participated in the proceedings. Absolutely there is nothing on record to show that the workman has committed any misconduct.

12. Keeping this in mind and as per the directions of the Hon'ble Supreme Court of India in the above referred decision, the management has to consider the case of the workman and make a scheme to regularize the workman because first party is the work-

man as per the decision of the Hon'ble Supreme Court of India referred above. Accordingly I proceed to pass the following Order :

ORDER

The reference is partly allowed. The Management is directed to regularize the services of the workman as per the direction of the Hon'ble Supreme Court of India. Accordingly reference is disposed off

(Dictated to PA transcribed by her corrected and signed by me on 3rd February, 2003).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 26 फरवरी, 2003

का.आ. 999.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2 16 ऑफ 2001) को प्रकाशित करता है, जो केन्द्रीय सरकार को 26-2-2003 को प्राप्त हुआ था।

[सं. एल-40012/480/2000-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 26th February, 2003

S. O. 999.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/16 of 2001) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Post and their workman, which was received by the Central Government on 26-2-2003.

[No.L 40012/480/2000-I.R. (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II MUMBAI.
PRESENT

S. N. SAUNDANKAR
PRESIDING OFFICER

REFERENCE NO. CGIT-2/16 of 2001.
EMPLOYERS IN RELATION TO THE
MANAGEMENT OF
ASST. SUPDT. OF RAIL MAIL FOREIGN,
AIR MAIL UNIT

Asst. Supdt. of Rail Mail Foreign,
Air Mail Unit,
Deptt. of Post, Dadar,
MUMBAI 400014.

AND

THEIR WORKMEN

Smt. Parvati M. Amberkar,
L/R of deceased Shri Vilas M. Amberkar,
BDD Chawl, M.H. Joshi Marg,
MUMBAI 400013.

APPEARANCES :

FOR THE EMPLOYER : Mr. M. H. Rodge
Representative.

FOR THE WORKMEN : Mr. V. J. Amberkar
Advocate.

Mumbai Dated 3rd February, 2003

AWARD

The Government of India, Ministry of Labour by its Order No. L-40012/480/2000/IR (DU) dtd. 18-01-2001 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Deptt. of Post, Rail Mail Foreign by dismissing Sh. V. M. Amberkar is justified and proper ? If not, to what relief the workman is entitled ?"

2. Workman V. M. Amberkar filed his statement of Claim (Exhibit-6) which was resisted by the management Postal Department vide Written Statement (Exhibit-8) and that on the basis of the pleadings issues were framed at Exhibit-12. During the pendency of the matter Advocate for the workman vide purish (Exhibit-9) pointed out that the workman expired on 3-6-01 and vide purhis (Exhibit-11) his mother Parvati M. Amberkar be brought on record as Legal Representative. Consequently note thereof was taken to Schedule. The said L/R Mrs. Parvati M. Amberkar vide application (Exhibit-13) pointed out that she had received the legal dues from the management Postal Department and hence she does not wish to prosecute the reference. Since the mother of deceased does not wish to prosecute the matter following order is passed :

ORDER

Reference stands disposed of for non-prosecution vide purhis (Exhibit-13).

S. N. SAUNDANKAR, Presiding Officer
BEFORE THE HON'BLE CENTRAL GOVT.
INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI
(Ref. CGIT No. 16/2001)

Asst. Supdt. of Rail
Mail Foreign, Air Mail,
Mumbai.

..1st Party

AND

Their Workmen

..2nd Party

MAY BE PLEASE THIS HON'BLE COURT :

In the above matter, the undersigned has received the legal dues from the 1st Party & hence the 2nd Party, does not wish to prosecute the present reference.

Hence, it is prayed that this Reference may be disposed off as not pressed by me.

Mumbai :

Dated : 3-2-2003

(SMT. PARVATI M. AMBERKAR)

RHT Impression of Smt. P. M. Ambarkar
Identified & explained by me :

(V J. Amberkar
Advocate

Matter Illegible

नई दिल्ली, 20 फरवरी, 2003

का.स्रा.1000.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल एल्युमिनियम कं. के प्रबंधन के संबंध में निोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 305/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-02-2003 को प्राप्त हुआ था।

[सं. एल-29025/9/99-आई.आर. (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 20th February, 2003

S.O. 1000.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 305/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of NATIONAL ALUMINIUM CO. and their workman, which was received by the Central Government on 20-2-2003.

[No. L-29025/9/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, BHUBANESWAR

Tr. 1.D. Case No. 305/2001

The General Manager, National Aluminium Company Ltd.,
Captive Power Plant, Angul, Orissa.

Vs.

Shramik Congress Union, NALCO

Order No. 29

Dated 6-2-2003

Representatives of both the parties are present. Copy of the order of the Hon'ble High Court has been filed on behalf of the Management in which the order of this Tribunal has been quashed. In view of the order of the Hon'ble High Court the reference is not maintainable. So no award is necessary to be passed. Copy of this order along with the copy of the order of the Hon'ble High Court be sent to the Government of India (Ministry of Labour) for their information.

Dictated

S. K. DHAL, Presiding Officer
Telephone No. Office : 22507

FROM

No. 1192
W.P.(C) No. 3425/2002

SUPERINTENDENT OF THE HIGH COURT OF ORISSA
To,

The Presiding Officer,
Central Government Industrial Tribunal-
cum-Labour Court, Bhubaneswar,

At/PO-Bhubaneswar, Dist.-Khurda.

Dated, Cuttack, the 24th January, 2003

Subject—

Sir,

In continuation to Court's memo No. 14936 dated 27-9-2002 I am directed to forward herewith a copy of Court's Judgment dated 4-12-2002 for your information and necessary action.

Yours faithfully,
Superintendent

N.B.: Xerox copy of Judt. is enclosed herewith.

HIGH COURT OF ORISSA, CUTTACK

W.P. (C) NO. 3425 OF 2002

AND

W.P. (C) NO. 3426 OF 2002

In the matter of applications under Article 326 of the
Constitution of India.

National Aluminium
Company Limited (In both)

.. Petitioner.

Versus

Union of India & another

.. Opp. parties.

For petitioner: M/s. B. B. Rath,

B. N. Rath, S. K. Jethy,
J. Rath, S. B. Mohanty,
P. R. Sahoo, P.S. Samantara
and M. K. Panda (In both)

For opp. parties:

Addl. Standing Counsel (Central) for
O. P. 1 in both.
M/s. D. P. Dhal, S. K. Tripathy,
K. Dash and B. B. Mishra,
for O. P. 2 in WP(C) 3425/2002
M/s. Braja Kishore Sahoo and
K. C. Sahoo for O.P. 2 in
WP(C) 3426/2002

PRESENT:

Hon'ble Shri Justice R. K. Patra.

AND

Hon'ble Shri Justice Pradipta Ray.

R. K. PATRA, J.

Both the writ petitions are analogous. The point involved in both of them is identical. Therefore, for the sake of convenience, we have heard both the matters with the consent of counsel for parties. We are accordingly disposing of both of them by this common order.

2. In W.P. (C) No. 3425 of 2002, the National Aluminium Company Ltd. (hereinafter referred to as the 'NALCO') seeks to assail the validity of the order dated 29-7-2002 (Annexure-3) passed by the Industrial Tribunal (Central), Bhubaneswar in I.D. Case No. 305 of 2001. In W.P.(C) No. 3426 of 2002, 'NALCO' seeks quashing of the order dated 29-7-2002 (Annexure-8) passed by the said Tribunal in I.D. Case No. 308 of 2001. The Tribunal while deciding a preliminary issue by the impugned orders has held that although after the judgment of the Supreme Court in Steel Authority of India Limited Vs. National Union Water Front Workers, AIR 2001 S.C. 3527, the State Government has become the 'appropriate Government' for NALCO, the present references having been made prior to the decision of the Supreme Court, the Government of India which had made the references was the appropriate Government and, therefore, the references made by it which are pending consideration are valid.

3. Following are the disputes which have been referred to by the Government of India to the Industrial Tribunal (Central), Bhubaneswar for adjudication.

WP (C) No. 3425/2002

"Whether 10 per cent calculation to be made as per Clause 4.3 of Tripartite Settlement dated 14-12-95 will be done only on the basic pay or after adding basic pay with F.D.A."

WP (C) No. 3426/2002.

"Whether the action of the Management of M/s. NALCO in engaging the 67 workmen shown in the list attached, initially on direct basis subsequently through contractor, justified? If not to what relief the workmen are entitled?"

4. Shri Rath appearing for the petitioner contends that for NALCO the 'appropriate Government' is the State Government both under the Industrial Disputes Act, 1947 and the Contract Labour (Regulation and Abolition) Act, 1970. In support of this contention, he places reliance on paragraph-11 of the judgment of the Constitution Bench of the Supreme Court in Steel Authority of India Limited (supra). According to him, since the present references were made by the Government of India, they are null and void and, therefore, the impugned orders are not sustainable in the eye of law.

Shri Sahoo appearing for the Workers' Union on the other hand submits that the decision of the Supreme Court in Steel Authority of India Limited (supra) is prospective in nature and, therefore, the references made by the Government of India to the Industrial Tribunal (Central), Bhubaneswar for adjudication are valid.

5. It may be stated that the Supreme Court in Heavy Engineering Mazdoor Union Vs. State of Bihar. AIR 1970 S.C. 82 has held that so far as Heavy Engineering Corporation is concerned, the 'appropriate Government' is the State Government. It elaborately dealt with the question of 'appropriate Government' and concluded that the mere fact that the entire share capital of the Heavy Engineering Corporation Limited was contributed by the Central Government and the fact that all its shares are held by the President and certain officers of the Central Government does not make any difference. The Company and the share-holders being distinct entities this fact does not make the Company an agent either of the President or the Central Government. In that case, the judgment was by a Two-Judge Bench. Validity of the ratio of that case was considered by the Constitution Bench of the Supreme Court in Steel Authority of India Limited (supra) and in paragraph-41 of the judgment, the Supreme Court upheld the finding that the State Government is the 'appropriate Government' with regard to Heavy Engineering Corporation Ltd.

6. NALCO is also like that of Heavy Engineering Corporation Ltd. a Government of India enterprise and has its Captive Power Plant at Nalco Nagar, Angul, within the State of Orissa. Paragraphs I and II of the Memorandum of Association of NALCO provide that it is a Company which is a Government of India Undertaking and its registered office is in the State of Orissa. The main objects for which the Company has been established are enumerated in Paragraph-III of the Memorandum of Association. Some of them are as follows :

"3. To act as an entrepreneur to identify new areas of economic investments and to undertake or help in the undertaking of such investments.

4. To formulate and recommend to the Central Government :

(a) A national policy for the development of aluminium and related input industries and to advise them on all policy and technical matters; and

(b) to act as an instrument of the policy of the Central Government subject to such directives as may be issued by the President from time to time, with a view to exercise control over strategic areas of economy."

Clause 32 of the Articles of Association provides that Directors of the Company may from time to time borrow and/or secure the payment of any sum or sums of money for the purposes of the Company, by means of a resolution passed in the meeting of the Board subject to provisions of Section 292 of the Companies Act. Clause 62 deals with the Constitution of Board of Directors which lays down that the President shall from time to time determine in writing the number of Directors of the Company which shall not be less than four and not more than eighteen. The distribution of share-holding as on 30-10-2002 would show that Government of India was holding 100 per cent shares till 1991-92 since incorporation. Now the distribution has been made amongst promoters and others.

7. The fact-situation prevailing in the case of NALCO is the same as that of Heavy Engineering Corporation Ltd. In view of the judgment of the Supreme Court mentioned above, we have no hesitation to hold that the 'appropriate Government' as defined in Section 2(a) of the Industrial Disputes Act, 1947 and Section 2(1)(a) of the Contract Labour (Regulation and Abolition) Act, 1970 in relation to industrial disputes concerning NALCO is the State Government.

8. Since the references which are pending before the Industrial Tribunal (Central), Bhubaneswar are at a preliminary stage and for the reasons mentioned above, the impugned orders of the Industrial Tribunal (Central) are not sustainable in law. They are hereby quashed. It is open to the Workers' Union to raise dispute before the appropriate forum of the State Government if it so likes.

Both the writ petitions are accordingly allowed.

PRADIPIA RAY, J. I agree. Sd/- Illegible
Orissa High Court, Cuttack.
December 4, 2002; S.C. Dash.

नई दिल्ली, 20 फरवरी, 2003

का.अ. 1001.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल एम्प्लियमिन्टियम कां. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अश्वबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सुवर्देश्वर के पंचाट संदर्भ संख्या 308/2001 को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-02-2003 को प्राप्त हुआ था।

[ग. एन-29011/49/99-प्रार्थ. (विधि)]
बी.एम. डेविड, अवसर सचिव

New Delhi, the 20th February, 2003

S.O. 1001.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 308/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Aluminium Co. and their workman, which was received by the Central Government on 20-2-2003.

[No. L-29011/49/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Tr. I.D. Case No. 308/2001

The General Manager, National Aluminium Company Ltd., Captive Power Plant, Angul, Orissa.

Vrs.

Shramik Congress Union, NALCO.

Order No. 29

Dated 6-2-2003

Representatives of both the parties are present. Copy of the order of the Hon'ble High Court has been filed on behalf of the Management in which the order of this Tribunal has been quashed. In view of the order of the Hon'ble High Court the reference is not maintainable. So no award is necessary to be passed. Copy of this order along with the copy of the order of the Hon'ble High Court be sent to the Government of India, (Ministry of Labour) for their information.

S. K. DHAL, Presiding Officer

From

No. 1192

W.P.(C) No. 3425/2002

SUPERINTENDENT OF THE HIGH COURT OF
ORISSA

To

The Presiding Officer,
Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar,

At PO : Bhubaneswar, District Khurda.
Dated, Cuttack, the 24th January, 2003

Sir,

In continuation to Court's memo No. 14936 dated 27-9-2002 I am directed to forward herewith a copy

of Court's Judgment dated 4-12-2002 for your information and necessary action.

Yours faithfully,

Sd/-

Superintendent

N.B. . Xerox copy of Judt. is enclosed herewith.

HIGH COURT OF ORISSA, CUTTACK

W.P. (C) No. 3425 of 2002

AND

W.P. (C) No. 3426 of 2002

In the matter of applications under Article 326 of the Constitution of India

National Aluminium Company Limited (In both) ... Petitioner.

Versus

Union of India & another ... Opp. parties.

For petitioner :

M.s. B. B. Ratho,
B. N. Rath, S. K. Jethy,
J. Rath, S. B. Mohanty,
P. R. Sahoo, P. S. Samantara
and M. K. Panda (In both)

For opp. parties :

Addl. Standing Counsel (Central),
for O.P.I. in both.

M.s. D. P. Dhal, S. K. Tripathy,
K. Dash and B. B. Mishra
for O.P. 2 in WP(C) 3425/2002.

M.s. Braja Kishore Sahoo and
K. C. Sahoo for O.P. 2 in
WP(C) 3426/2002.

PRESENT :

Honourable Shri Justice R. K. Patra.

AND

Honourable Shri Justice Pradipta Ray.

R. K. PATRA, J.—Both the writ petitions are analogous. The point involved in both of them is identical. Therefore, for the sake of convenience, we have heard both the matters with the consent of counsel for parties. We are accordingly disposing of both of them by this common order.

2. In W.P.(C) No. 3425 of 2002, the National Aluminium Company Limited (NALCO) seeks to assail the validity of the order dated 29-7-2002 (Annexure-8) passed by the Industrial Tribunal (Central), Bhubaneswar in I.D. Case No. 305 of 2001. In W.P.(C) No. 3426 of 2002, NALCO seeks quashing of the order dated 29-7-2002 (Annexure-8) passed by the said Tribunal in I.D. Case No. 308 of 2001. The Tribunal while deciding a preliminary issue by the impugned orders has held that although after the judgment of the Supreme Court in Steel Authority of India Limited v. National Union Water Front Workers, AIR 2001 S.C. 3527, the State Government has become the 'appropriate

Government' for NALCO, the present references having been made prior to the decision of the Supreme Court, the Government of India which had made the references was the appropriate Government and, therefore, the references made by it which are pending consideration are valid.

3. Following are the disputes which have been referred to by the Government of India to the Industrial Tribunal (Central), Bhubaneswar for adjudication.

WP(C) No. 3425 2002 :

"Whether 10 per cent calculation to be made as per Clause 4.3 of Tripartite Settlement dated 14-12-95 will be done only on the basic pay or after adding basic pay with F.D.A."

WP(C) No. 3426 2002 :

"Whether the action of the Management of M/s. NALCO in engaging the 67 workmen shown in the list attached initially on direct basis subsequently through contractor, justified? If not, to what relief the workmen are entitled?"

4. Shri Rath appearing for the petitioner contends that for NALCO the 'appropriate Government' is the State Government both under the Industrial Disputes Act, 1947 and the Contract Labour (Regulation and Abolition) Act, 1970. In support of this contention, he places reliance on paragraph-41 of the judgment of the Constitution Bench of the Supreme Court in Steel Authority of India Limited (supra). According to him, since the present references were made by the Government of India, they are null and void and, therefore, the impugned orders are not sustainable in the eye of law.

Shri Sahoo appearing for the Workers' Union on the other hand submits that the decision of the Supreme Court in Steel Authority of India Limited (supra) is prospective in nature and, therefore, the references made by the Government of India to the Industrial Tribunal (Central), Bhubaneswar for adjudication are valid.

5. It may be stated that the Supreme Court in Heavy Engineering Mazdoor Union v. State of Bihar, AIR 1970 S.C. 82 has held that so far as Heavy Engineering Corporation is concerned, the 'appropriate Government' is the State Government. It elaborately dealt with the question of 'appropriate Government' and concluded that the mere fact that the entire share capital of the Heavy Engineering Corporation Limited was contributed by the Central Government and the fact that all its shares are held by the President and certain officers of the Central Government does not make any difference. The Company and the share-holders being distinct entities, this fact does not make the Company an agent either of the President or the Central Government. In that case, the judgment was by a Two-Judge Bench. Validity of the ratio of that case was considered by the Constitution Bench of the Supreme Court in Steel Authority of India Limited (supra) and in paragraph-41

of the judgment, the Supreme Court upheld the finding that the State Government is the 'appropriate Government' with regard to Heavy Engineering Corporation Ltd.

6. NALCO is also like that of Heavy Engineering Corporation Ltd. a Government of India enterprise and has its Captive Power Plant at Nalco Nagar, Angul, within the State of Orissa. Paragraphs I and II of the Memorandum of Association of NALCO provide that it is a Company which is a Government of India Undertaking and its registered office is in the State of Orissa. The main objects for which the Company has been established are enumerated in Paragraph-III of the Memorandum of Association. Some of them are as follows :

- "3. To act as an entrepreneur to identify new areas of economic investments and to undertake or help in the undertaking of such investments.
4. To formulate and recommend to the Central Government :
 - (a) A national policy for the development of aluminium and related input industries and to advise them on all policy and technical matters ; and
 - (b) to act as an instrument of the policy of the Central Government subject to such directives as may be issued by the President from time to time, with a view to exercise control over strategic areas of economy."

Clause 32 of the Articles of Association provides that Directors of the Company may from time to time borrow and or secure the payment of any sum or sums of money for the purposes of the Company, by means of a resolution passed in the meeting of the Board subject to provisions of Section 292 of the Companies Act. Clause 62 deals with the Constitution of Board of Directors which lays down that the President shall from time to time determine in writing the number of Directors of the Company which shall not be less than four and not more than eighteen. The distribution of share-holding as on 30-10-2002 would show that Government of India was holding 100 per cent shares till 1991-92 since incorporation. Now the distribution has been made amongst promoters and others.

7. The fact situation prevailing in the case of NALCO is the same as that of Heavy Engineering Corporation Ltd. In view of the judgment of the Supreme Court mentioned above, we have no hesitation to hold that the 'appropriate Government' as defined in Section 2(a) of the Industrial Disputes Act, 1947 and Section 2(1)(a) of the Contract Labour (Regulation and Abolition) Act, 1970 in relation to industrial disputes concerning NALCO is the State Government.

8. Since the references which are pending before the Industrial Tribunal (Central), Bhubaneswar are at a preliminary stage and for the reasons mentioned above, the impugned orders of the Industrial Tribunal (Central) are not sustainable in law. They are hereby quashed. It is open to the Workers' Union to

raise dispute before the appropriate forum of the State Government if it so likes.

Both the writ petitions are accordingly allowed.

PRADIPTA RAY, J. I agree.

Sd/-

Orissa High Court, Cuttack,
December 4, 2002/S. C. Dash.

नई दिल्ली, 27 फरवरी, 2003

का.आ.1002 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतारिनी आयरन माईन के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 155/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2003 को प्राप्त हुआ था।

[सं.एल.-26012/35/97-आई.आर. (विविध)]
बी.एम. डेविड, अवर सचिव

New Delhi, the 27th February, 2003

S.O. 1002.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 155/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 26-2-2003.

[No. L-26012/35/97-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present :

Shri S. K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE No. 155/2001
Date of conclusion of hearing -18th Feb. 2003

Date of Passing Award-18th Feb. 2003

Between ;

The Management of the Agent,
Baitarini Iron Mines of Dr. S. Pradhan,
P. O. Barbil, Dist Keonjhar.

....1st Party-Management.

AND

Their Workmen Shri Pandu Munda,
Ex-Watchman, At Jharau, P. O. Daduan,
Dist. Keonjhar.2nd Party-Workman.

Appearances :

Shri Sabyasachi Pradhan, Partner. ... For the 1st, Party-
Management.

NoneFor the 2nd Party-
Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/35/97-IR (Misc), dated 29-1-1998:

“Whether the termination of Shri Pandu Munda, Watchman, with effect from 12-1-1996 by the Management of Baitarini Iron Mines of Dr. Sarojini Pradhan, is proper and justified? If not, to what relief the workman is entitled to?”

2. The case of the 2nd Party is that he joined service under the 1st Party-Management on 1-1-1989 as piece rated workman. He worked upto 1-1-1996 and he was terminated from service with effect from 12-1-1996 without any written order. When the 2nd Party enquired for the written order of his termination he was informed by the Manager that the written order will come from Barbil. When no written order is received from the 1st Party-Management the 2nd Party represented for his reinstatement. When no action was taken by the 1st Party-Management on his representation he raised a dispute before the Asstt. Labour Commissioner (Central) and after failure of conciliation the present reference has been made. The 2nd Party has prayed to hold the action of the 1st Party-Management is illegal and he may be reinstated with full back wages along with other consequential benefits.

3. The 1st Party-Management has filed their Written Statement. They have taken the stand that, the Government of India has got no jurisdiction to make reference to this Tribunal and he does not come under the Industrial Disputes Act. It has been further pleaded by the 1st Party-Management that the 2nd Party was engaged as a casual piece rated worker intermittently. The 1st Party-Management has never refused engagement to the 2nd Party. Further stand of the 1st Party-Management is that, Shri B. S. Pati who is claiming to be the General Secretary of the said Union has got no locostandy

to represent the 2nd Party-Workman. According to the 1st Party-Management the reference is totally invalid, misconceived, untenable and unsustainable in the eye of law.

4. On the above pleading of the parties, the following Issues have been settled.

ISSUES

1. Whether the reference is maintainable?
2. Whether the 2nd Party is a workman?
3. Whether the termination of service of Shri Pandu Munda without giving any notice and following laid down procedure by the Management is justified?
4. If not, what relief the 2nd Party workman is entitled to?

5. Before going to the merit of the case, it may be stated here that, objection was raised on behalf of the 1st Party-Management regarding representation of the 2nd Party by Shri B. S. Pati. There are some other cases in similar nature in which Mr. B. S. Pati was representing the 2nd Party. After hearing of the parties, this Tribunal vide order dated 12-11-2001 passed in Tr. J. D. Case No. 136/2001, the representation of Shri Pati was not accepted and notice was issued to the 2nd Party to appear in person. In pursuant to the said notice the 2nd Party appeared in person and filed an application to bring the stay order from the Hon'ble High Court. Time was granted. Thereafter the 2nd Party did not produce the stay order and remained absent for which he was set exparte and exparte hearing was taken on 15-1-2003. When the case was adjourned for passing of award a petition was received by post for time to produce the stay order. The Tribunal in the interest of justice, when the 2nd Party was appearing in person, without passing award allowed time to the 2nd Party to bring the stay order from the Hon'ble High Court. But the 2nd Party has failed. The 1st Party-Management was heard only.

FINDINGS

ISSUE NOS. I, II, III & IV

6. As I have stated earlier the 2nd Party has not faced any oral or documentary evidence before the Tribunal. When the 2nd Party has raised a dispute the initial burden lies on him to lead evidence to prove his case. But that has not been done. The averments made by the 1st Party-Management regarding maintainability of the reference and status of the 2nd Party as a workman has not been challenged. Similarly in absence of any materials it can not be said that the termination of service of the 2nd Party without giving any notice or without following laid down procedures by the 1st Party-Management is illegal. So, when the 2nd Party has failed to make

out a case that he is a workman and that, the reference is maintainable and that, the termination of service is illegal, he is not entitled for any relief. Hence all the four issues are answered in favour of the 1st Party-Management.

Reference is answered accordingly.

Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 27 फरवरी, 2003

का.अ. 1003:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतारिनी आयरन माइन्स के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 143/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2003 को प्राप्त हुआ था।

[सं.एल.-26012/31/97-आई आर. (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 27th February, 2003

S.O.1003.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 143/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workmen, which was received by the Central Government on 26-2-2003.

[No. L-26012/31/97-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 143/2001
Date of conclusion of hearing—18th Feb; 2003

Date of Passing Award—18th Feb; 2003

BETWEEN:

The Management of the Agent,
Baitarini Iron Mines of Dr. S. Pradhan,
P.O. Barbil, Dist. Keonjhar. ... 1st Party-Management

AND

Their Workmen Shri Kalakar Naik,
S/o Shri Jagannath Naik, Vill. 2nd
Dharurjoypur, P.O. Balabhadrapur,
Dist. Keonjhar. ... 2nd Party Workman

APPEARANCES:

Shri Sabyasachi Pradhan, Partner' ... For the 1st
Party Management

NONE

... For Himself-2nd Party-
Workman

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/31/97 IR (Misc.), dated 21-10-1997:

“Whether the termination of service of Shri Kalakar Naik with effect from 20-5-1996 without giving any notice or following laid down procedure by the Management of Baitarini Iron Mines of Dr. Sarojini Pradhan, P.O. Barbil, Dist.-Keonjhar is justified and proper? If, not, what relief the workman is entitled to?”

2. The case of the 2nd Party is that he joined service under the 1st Party-Management in June, 1994 as piece-rated workman. On 20-5-1996 the 1st Party-Management created disturbance at the work site through the mining staff along with few other side workers as a result of which First Information Report was lodged before the Officer-in-charge. The agent of the 1st Party-Management was called to the Police Station and assured before the Officer-in-charge to settle the matter. But the matter was not settled for which the 2nd Party raised a dispute and after failure of the conciliation the present reference has been made. Prayer has been made to declare the termination of the 2nd Party made by the 1st Party-Management as illegal and for direction for reinstatement with effect from 20-5-1996 with full back wages along with other consequential benefits.

3. The 1st Party-Management has filed their Written Statement. They have taken the stand that, the Government of India has got no jurisdiction to make reference to this Tribunal and he does not come under the Industrial Disputes Act. It has been further pleaded by the 1st Party-Management that the 2nd Party was engaged as a casual piece rated worker intermittently. He was required to work on daily attendance and piece/rated basis. He was issued with attendance card for the month of May, 1996 but he never submitted the said card for renewal. He willfully and voluntarily absented from the work without any intimation or information. The 1st Party-Management has never refused engagement to the 2nd Party. Further stand of the 1st Party-Management is that, Shri B.S. Pati who is claiming to be the General Secretary of the said Union has

got not locostandy to represent the 2nd Party-Workman. According to the 1st Party-Management the reference is totally invalid, misconceived, untenable and unsustainable in the eye of law.

4. On the above pleading of the parties, the following Issues have been settled.

ISSUES

1. Whether the reference is maintainable?
2. Whether the 2nd Party is a workman?
3. Whether the termination of service of Shri Kalakar Naik without giving any notice and following laid down procedure by the Management is justified?
4. If not, what relief the 2nd Party workman is entitled to?

5. Before going to the merit of the case, it may be stated here that, objection was raised on behalf of the 1st Party-Management regarding representation of the 2nd Party by Shri B.S. Pati. There are some other cases in similar nature in which Mr. B.S. Pati was representing the 2nd Party. After hearing of the parties, this Tribunal vide order dated 12-11-2001 passed in Tr. I.D. Case No. 136/2001, the representation of Shri Pati was not accepted and notice was issued to the 2nd Party to appear in person. In pursuant to the said notice the 2nd Party appeared in person and filed an application to bring the stay order from the Hon'ble High Court. Time was granted. Thereafter the 2nd Party did not produce the stay order and remained absent for which he was set ex-parte and ex-parte hearing was taken on 15-1-2003. When the case was adjourned for passing of award a petition was received by post for time to produce the stay order. The Tribunal in the interest of justice, when the 2nd Party was appearing in person, without passing award allowed time to the 2nd Party to bring the stay order from the Hon'ble High Court. But the 2nd Party has failed. The 1st Party-Management has heard only.

FINDINGS

ISSUE NO. I, II, III & IV

6. As I have stated earlier the 2nd Party has not faced any oral or documentary evidence before the Tribunal. When the 2nd Party has raised a dispute the initial burden lies on him to lead evidence to prove his case. But that has not been done. The averments made by the 1st Party-Management regarding maintainability of the reference and status of the 2nd Party as a workman has not been challenged. Similarly in absence of any materials it can not be said that the termination of service of the 2nd Party without giving any notice or without following laid down procedures by the 1st Party—

Management is illegal. So, when the 2nd Party has failed to make out a case that he is a workman and that, the reference is maintainable and that, the termination of service is illegal, he is not entitled for any relief. Hence, all the four issues are answered in favour of the 1st Party-Management.

7. Reference is answered accordingly.

Dictated & Corrected by me.

S.K. DHAL, Presiding Officer

नई दिल्ली, 27 फरवरी, 2003

का.आ. 1004.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतारिनी आयरन माईन्स के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 137/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/2/03 को प्राप्त हुआ था।

[सं.एल.-26012/24/97-आई.आर. (विवाद)]

बी.एम. डेविड, अवर सचिव

New Delhi, 27th February, 2003

S.O. 1004.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 137/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman which was received by the Central Government on 26-2-03.

[No. L-26012/24/97-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO.137/2001

Date of conclusion of hearing—18th Feb., 2003

Date of Passing Award—18th Feb., 2003

Between

The Management of the Agent,
Baitarini Iron Mines of Dr. S. Pradhan,
P.O. Barbil, Dist. Keonjhar.

.... 1st Party- Management.

AND

Their Workmen Shri Shr' Mitrabhanu Oram,
Vill. 2nd Bhanurjoypur, P.O. Balabhadrapur,
Keonjhar. 2nd Party-Workman.

Appearances

Shri Sabyasachi Pradhan, Partner. ... For the
1st Party-
Management.

None ... For Himself
2nd Party-
Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (i) and sub-section 2(A) of Section 10 of the Industrial Disputes Act., 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No.L-26012/24/97/IR(M), dated 20-10-1997 :

"Whether the termination of service of Shri Mitrabhanu Oram with effect from 20-5-1996 without giving any notice or following laid down procedure by the Management of Baitarini Iron Mines of Dr. Sarojini Pradhan, P.O. Barbil, Dist. Keonjhar is justified and proper? If, not, what relief the workman is entitled to?"

2. The case of the 2nd Party is that he joined service under the 1st Party-Management in July 1994 as piece rated workman. On 20-5-1996 the 1st Party-Management created disturbance at the work site through the mining staff along with few other side workers as a result of which First Information Report was lodged before the Officer-in-charge. The agent of the 1st Party-Management was called to the Police Station and assured before the Officer-in-charge to settle the matter. But the matter was not settled for which the 2nd Party raised a dispute and after failure of the conciliation the present reference has been made. Prayer has been made to declare the termination of the 2nd Party made by the 1st Party Management as illegal and for direction for reinstatement with effect from 20-5-1996 with full back wages along with other consequential benefits.

3. The 1st Party-Management has filed their Written Statement. They have taken the stand that, the Government of India has got no jurisdiction to make reference to this Tribunal and he does not come under the Industrial Disputes Act. It has been further pleaded by the 1st Party-Management that the 2nd Party was engaged as a casual piece rated worker intermittently. He was required to work on daily attendance and piece rated basis. He was issued with attendance card for the month of May 1996 but he never submitted the said card for renewal. He willfully and voluntarily absented from the work without any intimation or information. The 1st Party-Management has never refused engagement to the 2nd Party. Further stand of the 1st Party-Management is that, Shri B.S. Pati who is claiming to be the General Secretary of the said Union has got no locos standi to represent the 2nd Party-Workman. According to the 1st Party-Management the reference is totally invalid, misconceived, untenable and unsustainable in the eye of law.

4. On the above pleading of the parties, the following Issues have been settled.

ISSUES

1. Whether the reference is maintainable?
2. whether the 2nd Party is a workman?
3. Whether the termination of service of Shri Mitrabhanu Oram without giving any notice and following laid down procedure by the Management is justified?
4. If not, what relief the 2nd Party workman is entitled to?

5. Before going to the merit of the case, it may be stated here that, objection was raised on behalf of the 1st Party-Management regarding representation of the 2nd Party by Shri B.S. Pati. There are some other cases in similar nature in which Mr. B.S. Pati was representing the 2nd Party. After hearing of the parties, this Tribunal vide order dated 12-11-2001 passed in Tr. I.D. Case No.136/2001, the representation of Shri Pati was not accepted and notice was issued to the 2nd Party to appear in person. In pursuance to the said notice the 2nd Party appeared in person and filed an application to bring the stay order from the Hon'ble High Court. Time was granted. Thereafter the 2nd Party did not produce the stay order and remained absent for which he was set exparte and exparte hearing was taken on 15-1-2003. When the case was adjourned for passing of award a petition was

received by post for time to produce the stay order. The Tribunal in the interest of justice, when the 2nd Party was appearing in person, without passing award allowed time to the 2nd Party to bring the stay order from the Hon'ble High Court. But the 2nd Party has failed. The 1st Party-Management was heard only.

FINDINGS

ISSUE NOS. I, II, III & IV

6. As I have stated earlier the 2nd Party has not faced any oral or documentary evidence before the Tribunal. When the 2nd party has raised a dispute the initial burden lies on him to lead evidence to prove his case. But that has not been done. The averments made by the 1st Party-Management regarding maintainability of the reference and status of the 2nd Party as a workman has not been challenged. Similarly in absence of any materials it can not be said that the termination of service of the 2nd Party without giving any notice or without following laid down procedure by the 1st Party-Management is illegal. So, when the 2nd Party has failed to make out a case that he is a workman and that, the reference is maintainable and that, the termination of service is illegal, he is not entitled for any relief. Hence, all the four issues are answered in favour of the 1st Party-Management.

7. Reference is answered accordingly.
Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 27 फरवरी, 2003

का.अ. 1005.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतारिनी आयरन माईन्स के प्रबन्धन के संबद्ध नियो-जकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 153/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-02-03 को प्राप्त हुआ था।

[सं.एल.-26012/29/97-आई.आर. (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 27th February, 2003

S.O. 1005.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 153/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between

the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 26-02-03.

[No. L-26012/29/97-IR ((M))]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri S. K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 153/2001

Date of conclusion of hearing : 18th Feb., 2003

Date of Passing Award : 18th Feb., 2003

Between :

The Management of the Agent,
Baitarini Iron Mines of Dr. S. Pradhan,
P.O. Barbil,
Distt. Keonjhar. 1st Party/Management
And

Their Workmen Shri Nishakar Naik,
S/o. S. Naik, Vill. 2nd Dhanurjoypur,
P.O. Balabhadrapur,
Distt. Keonjhar. 2nd Party-Workman

Appearances

Shri Sabyasachi Pradhan, For the 1st Party-
Partner. Management

None For Himself-2nd Party-
Workman

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/29/97/IR (M), dated 31-12-1997 :

"Whether the termination of service of Shri Nishakar Naik with effect from 20-5-1996 without giving any notice or following laid down procedure by the Management of Baitarini Iron Mines of Dr. Sarojini Pradhan, P.O. Barbil, Dist. Keonjhar is justified and proper? If not, what relief the workman is entitled to?"

2. The case of the 2nd Party is that he joined service under the 1st Party Management in June, 1994 as piece rated workman. On 20-5-1996 the 1st Party Management created disturbance at the

work site through the mining staff along with few other side workers as a result of which First Information Report was lodged before the Officer-in-charge. The agent of the 1st Party Management was called to the Police Station and assured before the Officer-in-Charge to settle the matter. But the matter was not settled for which the 2nd Party raised a dispute and after failure of the conciliation the present reference has been made. Prayer has been made to declare the termination of the 2nd Party made by the 1st Party Management as illegal and for direction for reinstatement with effect from 20-5-1996 with full back wages along with other consequential benefits.

3. The 1st Party Management has filed their Written Statement. They have taken the stand that, the Government of India has got no jurisdiction to make reference to this Tribunal and he does not come under the Industrial Disputes Act. It has been further pleaded by the 1st Party Management that the 2nd Party was engaged as a casual piece rated worker intermittently. He was required to work on daily attendance and piece rated basis. He was issued with attendance card for the month of May, 1996 but he never submitted the said card for renewal. He willfully and voluntarily absented from the work without any intimation or information. The 1st Party Management has never refused engagement to the 2nd Party. Further stand of the 1st Party Management is that, Shri B. S. Pati who is claiming to be the General Secretary of the said Union has got no locustandi to represent the 2nd Party Workman. According to the 1st Party Management the reference is totally invalid, misconceived, untenable and unsustainable in the eye of law.

4. On the above pleading of the parties, the following Issues have been settled

ISSUES

1. Whether the reference is maintainable ?
2. Whether the 2nd Party is a workman ?
3. Whether the termination of service of Shri Nishakar Naik without giving any notice and following laid down procedure by the Management is justified ?
4. If not, what relief the 2nd Party workman is entitled to ?

5. Before going to the merit of the case, it may be stated here that, objection was raised on behalf of the 1st Party Management regarding representation of the 2nd Party by Shri B. S. Pati. There are some other cases in similar nature in which Mr. B. S. Pati was representing the 2nd Party. After hearing of the parties, this Tribunal vide order dated 12-11-2001

passed in Tr. I.D. Case No. 136/2001, the representation of Shri Pati was not accepted and notice was issued to the 2nd Party to appear in person. In pursuance to the said notice the 2nd Party appeared in person and filed an application to bring the stay order from the Hon'ble High Court. Time was granted. Thereafter the 2nd Party did not produce the stay order and remained absent for which he was set ex-parte and ex-parte hearing was taken on 15-1-2003. When the case was adjourned for passing of award a petition was received by post for time to produce the stay order. The Tribunal in the interest of justice, when the 2nd Party was appearing in person, without passing award allowed time to the 2nd Party to bring the stay order from the Hon'ble High Court. But the 2nd Party has failed. The 1st Party Management was heard only.

FINDINGS

Issue No. I, II, III & IV :

6. As I have stated earlier the 2nd Party has not faced any oral or documentary evidence before the Tribunal. When the 2nd Party has raised a dispute the initial burden lies on him to lead evidence to prove his case. But that has not been done. The averments made by the 1st Party Management regarding maintainability of the reference and status of the 2nd Party as a workman has not been challenged. Similarly in absence of any materials it can not be said that the termination of service of the 2nd Party without giving any notice or without following laid down procedures by the 1st Party Management is illegal. So, whether the 2nd Party has failed to make out a case that he is a workman and that, the reference is maintainable and that, the termination of service is illegal, he is not entitled for any relief. Hence all the four issues are answered in favour of the 1st Party Management.

7. Reference is answered accordingly.

Dictated & corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 27 फरवरी, 2003

का.आ. 1006.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतारिनी आयरन माईन्स के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 138/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-02-03 को प्राप्त हुआ था।

[सं.एल.-26012/25/97-आई.आर. (विवाद)]

बी.एम. डेविड, अव्वर सचिव

New Delhi, the 27th February, 2003

S.O.1006:— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 138/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 26-02-03.

[No. L-26012/25/97-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present :

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO.138/2001

Date of conclusion of hearing—18th Feb., 2003

Date of Passing Award—18th Feb., 2003

Between :

The Management of the Agent,
Baitarini Iron Mines of Dr. S. Pradhan,
P.O. Barbil, Dist. Keonjhar. .. 1st Party-
Management.

AND

Their Workmen Shri Rangadhar Mohakud,
S/o. Shri Narsing Mohakud, Vill. 2nd,
Dharurjoypur, P.O. Balabhadrapur,
Dist. Keonjhar. .. 2nd Party-Workman.

Appearances :

Shri Sabyasachi Pradhan, Partner. .. For the
1st Party-
Management.

NoneFor the 2nd
Party-Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of sub-section and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/25/97-IR (Misc.), dated 21-10-1997.

“Whether the termination of service of Shri Rangadhar Mohakud with effect from 20-5-1996 without giving any notice or following laid down procedure by the Management of Baitarini Iron Mines of Dr. Sarojini Pradhan, P. O. Barbil, Dist. Keonjhar is justified and proper? If, not, what relief the workman is entitled to?”

2. The case of the 2nd Party is that he joined service under the 1st Party-Management in July 1994 as piece rated workman. On 20-5-1996 the 1st Party-Management created disturbance at the work site through the mining staff along with few other side workers as a result of which First Information Report was lodged before the Officer-in-charge. The agent of the 1st Party-Management was called to the Police Station and assured before the Officer-in-charge to settle the matter. But the matter was not settled for which the 2nd Party raised a dispute and after failure of the conciliation the present reference has been made. Prayer has been made to declare the termination of the 2nd Party made by the 1st Party-Management as illegal and for direction for reinstatement with effect from 20-5-1996 with full back wages along with other consequentinal benefits.

The 1st Party-Management has filed their Written Statement. They have taken the stand that the Government of India has got no jurisdiction to make reference to this Tribunal and he does not come under of the Industrial Disputes Act. It has been further pleaded by the 1st Party-Management that the 2nd Party was engaged as a casual piece rated worker intermittently. He was required to work on daily attendance and piece rated basis. He was issued with attendance card for the month of May 1996 but he never submitted the said card for renewal. He willfully and voluntarily absented from the work without any intimation or information. The 1st Party-Management has never refused engagement to the 2nd Party. Further stand of the 1st Party-Management is that, Shri B. S. Pati who is claiming to be the General Secretary of the said Union has got no locustandi to represent the 2nd Party-Workman. According to the 1st Party-Management the reference is totally invalid, misconceived, untenable and unsustainable in the eye of law.

4. On the above pleading of the parties, the following Issues have been settled.

ISSUES

1. Whether the reference is maintainable?
2. Whether the 2nd Party is a workman?

3. Whether the termination of service of Shri Rangadhar Mohakud without giving any notice and following laid down procedure by the Management is justified?

4. If not, what relief the 2nd Party workman is entitled to?

5. Before going to the merit of the case, it may be stated here that, objection was raised on behalf of the 1st Party-Management regarding representation of the 2nd Party by Shri B.S. Pati. There are some other cases in similar nature in which Mr. B. S. Pati was representing the 2nd Party. After hearing of the parties, this Tribunal vide order dated 12-11-2001 passed in Tr. I.D. Case No. 136/2001, the representation of Shri Pati was not accepted and notice was issued to the 2nd Party to appear in person. In pursuance to the said notice the 2nd Party appeared in person and filed an application to bring the stay order from the Hon'ble High Court. Time was granted. Thereafter, the 2nd party did not produce the stay order and remained absent for which he was set exparte and exparte hearing was taken on 15-1-2003. When the case was adjourned for passing of award a petition was received by post for time to produce the stay order. The Tribunal in the interest of justice, when the 2nd Party was appearing in person, without passing award allowed time to the 2nd Party to bring the stay order from the Hon'ble High Court. But the 2nd Party has failed. The 1st Party-Management was heard only.

FINDINGS

ISSUE NO. I, II, III and IV

6. As I have stated earlier the 2nd Party has not faced any oral or documentary evidence before the Tribunal. When the 2nd Party has raised a dispute the initial burden lies on him to lead evidence to prove his case. But that has not been done. The averments made by the 1st Party-Management regarding maintainability of the reference and status of the 2nd party as a workman has not been challenged. Similarly in absence of any materials it can not be said that the termination of service of the 2nd Party without giving any notice or without following laid down procedures by the 1st Party-Management is illegal. So, when the 2nd Party has failed to make out a case that he is a workman and that, the reference is maintainable and that, the termination of service is illegal, he is not entitled for any relief. Hence, all the four issues are answered in favour of the 1st Party-Management.

7. Reference is answered accordingly.
Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 27 फरवरी, 2003

का.आ. 1007.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में 'केन्द्रीय सरकार बैतारिनी आयरन माईन्स के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 139/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2003 को प्राप्त हुआ था।

[सं. एल.-29012/26/97-आई.आर. (विविध)]
बी.एम. डेविड, अवर सचिव

New Delhi, the 27th February, 2003

S.O.1007.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 139/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarini Iron Mines and their workman, which was received by the Central Government on 26-02-2003.

[No. L-26012/26/97-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri S.K. Dhal, OSJS, (Sr. Branch).
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO.
139/2001

Date of conclusion of hearing—18th Feb., 2003
Date of Passing Award—18th Feb., 2003

Between :

The Management of the Agent,
Baitarini Iron Mines of Dr. S. Pradhan,
P.O. Barbil, Dist. Keonjhar. .. 1st Party-Management.

AND

Their Workmen Shri Sadhu Naik,
S/o Shri Laxmidhar Naik, Vill. 2nd
Dharurjoypur, P.O. Balabhadrapur,
Dist. Keonjhar. .. 2nd Party-Workman.

APPEARANCES :

Shri Sabyasachi Pradhan, Partner. .. For the
1st Party-
Management.
None .. For the 2nd Party-
Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/26/97-IR (Misc.) dated 21-10-1997 :

“Whether the termination of service of Shri Sadhu Naik with effect from 20-5-1996 without giving any notice or following laid down procedure by the Management of Baitarini Iron Mines of Dr. Sarojini Pradhan, P.O. Barbil, Dist. Keonjhar is justified and proper? If, not, what relief the workman is entitled to?”

2. The case of the 2nd Party is that he joined service under the 1st Party-Management in July 1994 as piece rated workman. On 20-5-1996 the 1st Party-Management created disturbance at the work site through the mining staff along with few other side workers as a result of which First Information Report was lodged before the Officer-in-charge. The agent of the 1st Party-Management was called to the Police Station and assured before the Officer-in-charge to settle the matter. But the matter was not settled for which the 2nd Party raised a dispute and after failure of the conciliation the present reference has been made. Prayer has been made to declare the termination of the 2nd Party made by the 1st Party-Management as illegal and for direction for reinstatement with effect from 20-5-1996 with full back wages along with other consequential benefits.

3. The 1st Party-Management has filed their Written Statement. They have taken the stand that, the Government of India has got no jurisdiction to make reference to this Tribunal and he does not come under the Industrial Disputes Act. It has been further pleaded by the 1st Party-Management that the 2nd Party was engaged as a casual piece rated worker intermittently. He was required to work on daily attendance and piece rated basis. He was issued with attendance card for the month of May 1996

but he never submitted the said card for renewal. He willfully and voluntarily absented from the work without intimation or information. The 1st Party-Management has never refused engagement to the 2nd Party. Further stand of the 1st Party-Management is that, Shri B. S. Pati who is claiming to be the General Secretary of the said Union has got no locusstandi to represent the 2nd Party-workman. According to the 1st Party-management the reference is totally invalid, misconceived, untenable and unsustainable in the eye of law.

4. On the above pleading of the parties, the following Issues have been settled.

ISSUES

1. Whether the reference is maintainable ?
2. Whether the 2nd Party is a workman ?
3. Whether the termination of service of Shri Sadhu Naik without giving any notice and following laid down procedure by the Management is justified ?
4. If not, what relief the 2nd Party workman is entitled to ?

5. Before going to the merit of the case, it may be stated here that, objection was raised on behalf of the 1st Party-Management regarding representation of the 2nd Party by Shri B. S. Pati. There are some other cases in similar nature in which Mr. B. S. Pati was representing the 2nd Party. After hearing of the parties, this Tribunal vide order dated 12-11-2001 passed in Tr. I. D. Case No. 136/2001, the representation of Shri Pati was not accepted and notice was issued to the 2nd Party to appear in person. In pursuant to the said notice the 2nd Party appeared in person and filed an application to bring the stay order from the Hon'ble High Court. Time was granted. Therefore, the 2nd Party did not produce the stay order and remained absent for which he was set ex parte and ex parte hearing was taken on 15-1-2003. When the case was adjourned for passing of award a petition was received by post for time to produce the stay order. The Tribunal in the interest of justice, when the 2nd party was appearing in person, without passing award allowed time to the 2nd Party to bring the stay order from the Hon'ble High Court. But the 2nd Party has failed. The 1st Party-Management was heard only.

FINDINGS

ISSUE NO. I, II, III, & IV

6. As I have stated earlier the 2nd Party has not faced any oral or documentary evidence before the Tribunal. When the 2nd Party has raised a dispute the initial burden lies on him to lead evidence to prove his case. But that has not been done. The averments made by the 1st Party-Management regarding maintainability of the reference and status of the 2nd Party as a workman has not been challenged. Similarly in absence of any materials it cannot be said that the termination of service of the 2nd Party without giving any notice or without following laid down procedures by the 1st Party-Management is illegal. So, when the 2nd Party has failed to make out a case that he is a workman and that, the reference is maintainable and that, the termination of service is illegal, he is not entitled for any relief. Hence, all the four issues are answered in favour of the 1st Party Management.

Reference is answered accordingly.

Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 27 फरवरी, 2003

का.आ. 1008.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वैतारिनी आयरन माईन्स के प्रबन्धन के संवद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 142/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-03 को प्राप्त हुआ था।

[सं.एल.-26012/30/97-आई.आर. (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi the 27th February, 2003

S.O. 1008.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 142/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Baitarini Iron Mines and their workman, which was referred by the Central Government on 27-2-03.

[No. L-26012/30/97-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR

Present:

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 142/2001

Date of conclusion of hearing 18th Feb. 2003

Date of Passing Award 18th Feb. 2003

Between

The Management of the Agent,
Baitarini Iron Mines of Dr. S. Pradhan,
P.O. Barbil, Dist. Keonjhar—1st Party-Management

And

Their Workmen Shri Rabikanta Naik,
S/o. Shri Dasuru Naik, Vill. 2nd
Dharu joypur, P.O. Balabhadrapur,
Dist. Keonjhar. —2nd Party-Workman.

Appearances:

Shri Sabyasachi Pradhan, Partner—For the 1st Party-
Management

None

—For 2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/30/97-IR (Misc.) dated 21-10-1997:

“Whether the termination of service of Shri Rabikanta Naik with effect from 20-5-1996 without giving any notice or following laid down procedure by the Management of Baitarini Iron Mines of Dr. Sarojini Pradhan, P.O. Barbil, Dist. Keonjhar is justified and proper? If, not, what relief the workman is entitled to?”

2. The case of the 2nd Party is that he joined service under the 1st Party-Management in June 1994 as piece rated workman. On 20-5-1996 the 1st Party-Management created disturbances at the work site through the mining staff along with few other side workers as a result of which First Information Report was lodged before the Officer-in-charge. The agent of the 1st Party-Management was called to the Police Station and assured before the Officer-in-charge to settle the matter. But the matter was not settled for which the 2nd Party raised a dispute and after failure of the conciliation the present reference has been made. Prayer has been made to declare the termination of the 2nd Party made by the 1st

Party-Management as illegal and for direction for reinstatement with effect from 20-5-1996 with full back wages along with other consequential benefits.

3. The 1st Party-Management has filed their Written Statement. They have taken the stand that, the Government of India has got no jurisdiction to make reference to this Tribunal and he does not come under the Industrial Disputes Act. It has been further pleaded by the 1st Party-Management that the 2nd Party was engaged as a casual piece rated worker intermittently. He was required to work on daily attendance and piece rated basis. He was issued with attendance card for the month of May 1996 but he never submitted the said card for renewal. He willfully and voluntarily absented from the work without any intimation or information. The 1st Party-Management has never refused engagement to the 2nd Party. Further stand of the 1st Party-Management is that, Shri B.S. Pati who is claiming to be the General Secretary of the said Union has got no locostandy to represent the 2nd Party-Workman. According to the 1st Party-Management the reference is totally invalid, misconceived, untenable and unsustainable in the eye of law.

4. On the above pleading of the parties, the following Issues have been settled.

ISSUES

- (1) Whether the reference is maintainable?
- (2) Whether the 2nd Party is a workman?
- (3) Whether the termination of service of Shri Rabikanta Naik without giving any notice and following laid down procedure by the Management is justified?
- (4) If not, what relief the 2nd Party workman is entitled to?

5. Before going to the merit of the case, it may be stated here that, objection was raised on behalf of the 1st Party-Management regarding representation of the 2nd Party by Shri B.S. Pati. There are some other cases in similar nature in which Mr. B.S. Pati was representing the 2nd Party. After hearing of the parties, this Tribunal vide order dated 12-11-2001 passed in Tr. I.D. Case No. 136/2001, the representation of Shri Pati was not accepted and notice was issued to the 2nd Party to appear in person. In pursuance to the said notice the 2nd Party appeared in person and filed an application to bring the stay order from the Hon'ble High Court. Time was granted. Thereafter the 2nd Party did not produce the stay order and remained absent for which he was set ex parte and ex parte hearing was taken on 15-1-2003. When the case was adjourned for passing of award a petition was received by post for time to produce the stay order. The Tribunal in the interest of

justice, when the 2nd Party was appearing in person, without passing award allowed time to the 2nd Party to bring the stay order from the Hon'ble High Court. But the 2nd Party has failed. The 1st Party-Management was heard only.

FINDINGS

ISSUE NO. I, II, III & IV

6. As I have stated earlier the 2nd Party has not faced any oral or documentary evidence before the Tribunal. When the 2nd Party has raised a dispute the initial burden lies on him to lead evidence to prove his case. But that has not been done. The averments made by the 1st Party-Management regarding maintainability of the reference and status of the 2nd Party as a workman has not been challenged. Similarly in absence of any materials it cannot be said that the termination of service of the 2nd Party without giving any notice or without following laid down procedures by the 1st Party-Management is illegal. So, when the 2nd Party has failed to make out a case that he is a workman and that, the reference is maintainable and that, the termination of service is illegal, he is not entitled for any relief. Hence, all the four issues are answered in favour of the 1st Party-Management.

7. Reference is answered accordingly.

Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 27 फरवरी, 2003

का.आ. 1009.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतारिनी आयरन माईन्स के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 140/2001) को प्रशिक्षित करती है, जो केन्द्रीय सरकार को 27/2/2003 को प्राप्त हुआ था।

[सं.एल.-26012/27/97-आई.आर. (बिविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 27th February, 2003

S.O. 1009.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 140/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of

Baitarini Iron Mines and their workman, which was received by the Central Government on 27-2-2003.

[No. L-26012/27/97-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri S. K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 140/2001

Date of conclusion of hearing 18th Feb., 2003

Date of Passing Award : 18th Feb., 2003

Between :

The Management of the Agent,
Baitarini Iron Mines of Dr. S. Pradhan,
P.O. Barbil,
Distt. Keonjhar. Ist Party Management
And

Their Workmen Shri Surman Sethi,
S/o. Shri Ramo Sethi,
Vill. 2nd Dharurjoypur,
P.O. Balabhadrapur,
Distt. Keonjhar. 2nd Party Workman

Appearances :

Shri Sabyasachi Pradhan, For the 1st Party
Partner. Management
None For the 2nd Party
Workman

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the following dispute for adjudication vide their Order No. L-26012/27/97-IR (Misc.) dated 21-10-1997 :

“Whether the termination of service of Shri Surman Sethi with effect from 20-5-1996 without giving any notice or following laid down procedure by the Management of Baitarini Iron Mines of Dr. Sarojini Pradhan, P.O. Barbil, Distt. Keonjhar is justified and proper? If not, what relief the workman is entitled to?”

2. The case of the 2nd Party is that he joined service under the 1st Party Management in June, 1994 as piece-rated workman. On 20-5-1996 the 1st Party Management created disturbance at the

worksite through the mining staff along with few other side workers as a result of which First Information Report was lodged before the Officer-in-Charge. The agent of the 1st Party Management was called to the Police Station and assured before the Officer-in-Charge to settle the matter. But the matter was not settled for which the 2nd Party raised a dispute and after failure of the conciliation the present reference has been made. Prayer has been made to declare the termination of the 2nd Party made by the 1st Party Management as illegal and for direction for reinstatement with effect from 20-5-1996 with full back wages along with other consequential benefits.

3. The 1st Party Management has filed their Written Statement. They have taken the stand that the Government of India has got no jurisdiction to make reference to this Tribunal and he does not come under the Industrial Disputes Act. It has been further pleaded by the 1st Party Management that the 2nd Party was engaged as a casual piece rated worker intermittently. He was required to work on daily attendance and piece-rated basis. He was issued with attendance card for the month of May, 1996 but he never submitted the said card for renewal. He wilfully and voluntarily absented from the work without any intimation or information. The 1st Party Management has never refused engagement to the 2nd Party. Further stand of the 1st Party Management is that, Shri B. S. Pati who is claiming to be the General Secretary of the said Union has got no locostandby to represent the 2nd Party Workman. According to the 1st Party Management the reference is totally invalid, misconceived, untenable and unsustainable in the eye of law.

4. On the above pleading of the parties, the following Issues have been settled.

ISSUES

1. Whether the reference is maintainable?
2. Whether the 2nd Party is a workman?
3. Whether the termination of service of Shri Surman Sethi without giving any notice and following laid down procedure by the Management is justified?
4. If not, what relief the 2nd Party workman is entitled to?
5. Before going to the merit of the case, it may be stated here that, objection was raised on behalf of the 1st Party-Management regarding representation of the 2nd Party by Shri B. S. Pati. There are some other cases in similar nature in which Mr. B.S. Pati was representing the 2nd Party. After hearing of the parties, this Tribunal vide order dated 12-11-2001 passed in Tr. I.D. Case No. 136/2001, the repre-

sentation of Shri Pati was not accepted and notice was issued to the 2nd Party to appear in person. In pursuant to the said notice the 2nd Party appeared in person and filed an application to bring the stay order from the Hon'ble High Court. Time was granted. Thereafter the 2nd Party did not produce the stay order and remained absent for which he was set exparte and exparte hearing was taken on 15-1-2003. When the case was adjourned for passing of award a petition was received by post for time to produce the stay order. The Tribunal in the interest of justice, when the 2nd Party was appearing in person, without passing award allowed time to the 2nd Party to bring the stay order from the Hon'ble High Court. But the 2nd Party has failed. The 1st Party-Management was heard only.

FINDINGS

ISSUE NO. I, II, III and IV

6. As I have stated earlier the 2nd Party has not faced any oral or documentary evidence before the Tribunal. When the 2nd Party has raised a dispute the initial burden lies on him to lead evidence to prove his case. But that has not been done. The averments made by the 1st Party-Management regarding maintainability of the reference and status of the 2nd Party as a workman has not been challenged. Similarly in absence of any materials it cannot be said that the termination of service of the 2nd Party without giving any notice or without following laid down procedures by the 1st Party-Management is illegal. So, when the 2nd Party has failed to make out a case that he is a workman and that, the reference is maintainable and that, the termination of service is illegal, he is not entitled for any relief. Hence, all the four issues are answered in favour of the 1st Party-Management.

7. Reference is answered accordingly.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 27 फरवरी, 2003

का.आ. 1010:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मर्मगांव पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-2/40 ऑफ 2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2003 को प्राप्त हुआ था।

[सं.एल.-36011/13/2001-आई.आर. (विविध)]
बी.एम. डेविड, अवर सचिव

New Delhi, the 27th February, 2003

S.O.1010.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/40 of 2002) of the Central Government Industrial Tribunal-cum-Lahour Court, No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mormugao Port Trust and their workman, which was received by the Central Government on 27-2-2003.

[No. L-36011/13/2001-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.2, MUMBAI.

PRESENT

S.N. SAUNDANKAR

Presiding Officer

REFERENCE CGIT-2/40 OF 2002

EMPLOYERS IN RELATION TO THE MANAGE-
MENT OF MORMUGAO PORT TRUST

The Chairman
Mormugao Port Trust
Mormugao Harbour
Goa 403 803.

AND

Their Workmen.
The General Secretary
Mormugao Port & Railway Workers Union
Zaiboon Apartment
Near Cine El-Monte
Vasco-de-Gama
Goa 403 802.

APPEARANCES :

For the Employer : Mr. M.B. Anchan, Advocate

For the Workmen : Mr. L. Rodrigues, Representative

Mumbai, the 11th February, 2003

AWARD

The Government of India Ministry of Labour by its Order No. L-36011/13/2001-IR(M), dated 22-4-02 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

Whether the 1% donation amount to the Union recovered from arrears of the Wage Revision Settlement dt. 20-8-2000 of the workmen of Mormugao Port Trust. Goa

on their written authorisation and payable to the Mormugao Port Trust and Railway Workers Union, Goa which is withheld by the Management is legal and justified? If not, what is the remedial direction to the management of Mormugao Port Trust?

2. Mormugao Port and Railway Workers Union by the claim statement Ex-5 pleaded that the management Mormugao Port Trust unauthorisedly withheld the 1% donation amount to the Union recovered from arrears of the Wage Revision Settlement dt. 20-8-2000. Management by the written statement Ex-8 averred that due to dispute regarding the office bearers of the Union, the amount in question has not been remitted to the Union.

3. By joint purshis Ex-13 of the Union and the Management it is pointed out that since there is no dispute between the two actions, the management would remit the amount in question to the Union and therefore the reference be disposed of. Therefore the following order is passed :

ORDER

Reference stands disposed of as sttteled vide prushis Ex-13.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 27 फरवरी, 2003

का.आ. 1011.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केरल मिनरल्स एण्ड मेटल्स लिमिटेड के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोलाम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/2/03 को प्राप्त हुआ था।

[सं.एल.-29012/109/98-आई.आर.-(विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 27th February, 2003

S. O. 1011.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kollam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kerala Minerals and Metals Ltd. and their workman, which was received by the Central Government on 27-2-03.

[No.L-29012/109/98-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOLLAM

(Dated, this the 10th day of February, 2003)

PRESENT:

SRI C.N. SASIDHARAN
INDUSTRIAL TRIBUNAL

IN

INDUSTRIAL DISPUTE NO. 3/99

BETWEEN

The Managing Director, Kerala
Minerals and Metals Ltd., Kovilthottam,—Management
Chavara.

(By M/s Menon & Menon, Advocates, Kochi)

And

Sri. V. Suseelan, Ambiyil Shivalayam, —Workman
Mulavana P.O., Kundara, Kollam.

(By Sri R. Bahuleyan, Advocate, Kollam)

AWARD

The Government of India as per Order No. L-29012/109/98/IR (M) dated 18-1-1999 referred this industrial dispute to this Tribunal for adjudicating the following issue:

“Whether the action of the management of Kerala Mineral and Metals Ltd. Chavara, Kollam in removing the name of Sri V. Suseelan a casual worker from the list of casual workers thereby denying employment to him from 8-9-1997 is justified? If not, to what relief the workman is entitled to?”

2. The case pleaded by the union is briefly as under : The workman Sri. Suseelan originally joined duty with the management under the contractor Sri Kunjukrishnan in the unload sit mycaud section from 29-5-1991. The management issued identity card and muster cards in this regard. The contractor was collecting Provident Fund on behalf of the management from the wages. Considering the above work in the MS unit of the company he was appointed as casual worker under the management from 4-4-94 and management was directly paying wages. Management was collecting Provident Fund from the wages. The workman was getting all benefits allowed to similar workers and he was regularly employed. On 2-7-1995 the worker moved leave application along with medical certificate due to illness as due to illness he could not attend duty. Leave applications and medical certificates are regularly submitted through registered post. On 3-7-1997 the worker obtained a notice from the management requiring explanation for the absence from duty. The worker submitted

reply. In the meanwhile the workman recovered from illness and submitted fitness certificate on 8-6-1997 along with representation for joining duty. Though the officials of the management promised to consider the matter favourably, it was later informed that due to the rivalry among the trade unions it has become difficult to permit him to join duty. In the counter statement submitted to the Asst. Labour Commissioner by the management it has been stated that the workman was employed at abroad during the period mentioned in the medical certificate. The workman as demanded by the officials of the management submitted explanation regarding impounding of his passport and that he was abroad during the period 1980 to 1990 only. The management has conducted enquiries behind the back of the workman and taken a decision that the statement submitted by the workman was not true mainly on the ground that the number of passport impound differs from the number of original passport. The workman was accordingly denied employment. The action of management is wrong, arbitrary and illegal. Similar workers under the management are employed as casual workers. The workman is entitled to be reinstated in service from 8-9-1997 with all benefits.

3. The case of the management is briefly as under: Sri Suseelan was only a casual worker. He is not legally entitled to raise an industrial dispute as defined under Sec. 2(k) or Sec. 2A of the Industrial Disputes Act, 1947 ('the Act' for short) against the management. A casual worker is not holding any post and he cannot be treated as a workman with any legal right to claim employment from the company. This dispute is frivolous and vexatious in nature. The company has two units namely, Titanium Dioxide Pigment Unit and Mineral Separation Unit (M.S. Unit). The first one is registered under the Factories Act and the M.S. Unit is 'Mine' as defined in the Mines Act. The present claim pertains to MS unit. This being a Mine is not liable to be covered under the Employees Provident Funds and Miscellaneous Provisions Act, 52 (E.P.F. Act). Sri Suseelan was engaged by one of the contractors Sri T.V. Kunjukrishnan. The company had not issued any identity card or muster card to Sri Suseelan. The contractor had issued cards. The workman was never appointed as an employee of the company. The company enlisted 527 casual workers for doing the available casual work in the MS unit. The requirement was only 75 persons but due to the pressure exerted by unions the company enlisted 527 and started engaging 75 persons per day on weekly rotation basis w.e.f. 4.4.1994. The company had issued identity card to these casual workers. Each casual worker was able to get work for six days

alone in a span of 45 days rotation. The workman was not available for doing casual work from August, 1995 onwards. The company therefore issued show cause notice. He submitted reply and copies of medical certificates. Such show cause notices were issued to other casual workers who were absented from work like Sri Suseelan. As the company was not satisfied with the replies, a fact finding enquiry was conducted through Asst. Mines Manager. The workman submitted medical certificates for three diseases and the certification in some certificates were also doubtful. The Medical certificates were incongruous on the face of them and were not acceptable to the company. When two medical certificates certified that the workman was suffering from Apabahukam, other two certificates stated that he was suffering from Pakshakhatham and Rhumatic Arthritis. The medical certificates were issued for a few dates as well. It was also reported that Sri. Suseelan was employed in Gulf Countries during the period of absence. There was difference in the number of passport and the number of passport impound. The statement that he was not in a position to get any other passport was not found convincing. The medical certificates submitted by him were inconsistent and strengthen suspicion of the company that the workman was abroad during the period of his absence. The company was taken a policy decision as per the directions of the Government that request of casual workers who have gone abroad for employment, upon their return need not be entertained. Hence the workman had not been reengaged for casual work on rotation basis. The workman had not put in continuous service of one year as defined in the Act and not entitled to get protection of any of the provisions of the Act. A casual worker cannot claim work from the company as of right. After two years of absence he has no legal right to claim that he should be reengaged. The management is not bound to entertain his leave application even if the medical certificates were genuine and he was not employed abroad. The casual workers who were regularly reporting for work have submitted representations against reengaging casual workers who are not available for work for long period. The company has not collected Provident fund from the wages of the workman. The amount deducted from his wages was against contribution to a welfare Forum for the benefit of casual workers. The management denies all other allegations. According to the management the workman is not entitled to any relief and this reference is illegal and without jurisdiction,

4. The workman has failed a replication disputing the case of management and reaffirming his contentions.

5. The workman examined himself as WW 1. Two witnesses were also examined on his side as WW 2 and 3. Exts. W 1 to W 15 have been marked on his side. The Deputy Manager (P&A) of the management has failed an affidavit of proof in lieu of chief examination and was cross examined as MW 1. Exts. M 1 to M 16 have also been marked on the side of management.

6. The workman involved in this dispute claims reinstatement in service. According to him he had worked continuously under the management for more than 212 days and the management without rejecting his leave application supported by medical certificate for leave for illness for a period of two years, did not permit him to attend duty. Admittedly he was a casual worker under the management. But according to the workman he was initially appointed under a contractor from 29-5-1991 and while continuing so the management has appointed as casual worker w.e.f. 4-4-1994 and continued till 1-7-1995. Reliance was placed on Exts. W 1 to W 4 documents in support of this contention. Exts. W 1 to W 3 are Muster Cards in the name of the worker issued from Sri. Kunjkrishnan, contractor for doing work in the management company. As per Ext. W 1 the workman had worked only for 29 days from 29-5-1991 to 10-8-1991. As per Ext. W 2 he had worked for 29 days from 9-11-1992 to 17-12-1992. As per Ext. W 3 he had worked for 71 days during the period from 25-10-1993 to 30-7-1994. Ext. W 4 is the identity card issued to the workman from the contractor. Exts. W 1 to W 4 show that he was employed under the contractor only. Ext. W 5 identity card alone was seen issued by the management to the workman. He has not produced any other documents to prove the number of days worked by him. On the other hand the management has contended that the workman was employed as a casual worker from 24-4-1994 and he had worked only for 31 days in the year 1994 and 16 days in the year 1995 under the management. In support of this contention the management has produced and proved Exts. M 1 to M 8 documents.

7. The case of the management is that in April 1994 the management has prepared a list of 527 persons to work as casual workers though the requirement was only 75 casuals and due to pressure exerted by the unions representing the contract

labourers, the company has drawn such a list. It has come out in evidence through the management witness, MW1, as well as WW2 and WW3 examined on the side of the workman that each casual worker who was enlisted was able to get work for six days alone in a span of 45 days rotation. WW3 has categorically deposed in cross-examination that the workman was getting only six days work in a span of 30 days. Exts. M2 to M5 are list of contract workers consisting of 75 persons who were afforded work for the period from 4-4-1994 to 30-4-1994. These documents also prove that the enlisted casual workers could work only on rotation basis in 4 batches and only after lapse of 45 days persons who are listed would get work for a period of six days. Ext. M8 is the Attendance Register of casual workers kept by the management for the period from 4-4-1994 to 4-2-1995 in which the attendance details of the worker are recorded and the relevant folio numbers have been marked as Ext. M8-A to M8-F. These folios will also reveal that the workers was engaged by the management only on 31 days in the year 1994. Ext. M1 is the attendance card issued to the worker during the year 1995 which is not disputed also. As per Ext. M1 he was engaged by the management only for 16 days in the year 1995. Even if the period worked under the contractor is also included that will not establish that the workman had worked 212 days in a period of 12 months as claimed by him but had worked only 47 days during 1994-95.

8. The worker who had worked only 31 days in the year 1994 and 16 days in the year 1995, that too on casual basis, cannot claim any legal right under the provisions of the Act. He cannot therefore contend that the denial of employment to him if any, as a casual worker amounts to retrenchment. Only if it is established that he had continuous service of one year as defined under Sec. 25B of the Act (240 days) he is entitled to claim protection under the Act. In this state of affairs Sec. 2(00) and 25-F of the Act will not also come to the rescue of the document. This being the position the claim of the workman is unsustainable.

9. According to the learned counsel for the worker the workman is entitled to get reinstatement as he had worked continuously from 1991 first under the contractor and then under the management directly. It is also contended that when the management has not given employment the contractor has engaged the workman as spoken to by WW2, union secretary. Further as deposed by the workman he had put signature in several registers whenever he was employed by the management and the management has suppressed those

records. Reliance was also placed on two reported decisions. One decision is that of the High Court of Kerala and another decision is of the Supreme Court in support of the contention of the learned counsel. As I have held above even if the period worked under the contractor is also included that will not establish the employment of 240 days to get protection under the provisions of that Act. Under the management he had worked only for 47 days during the year 1994-95 and it was not proved otherwise. The claim of the workman that he had put signature in several registers is not supported by any other evidence. Even the witness examined on his side have not stated anything about such registers. The management was also not called upon to produce any such registers. Though WW2 stated that whenever the company has not employed casual workers, the contractor had given employment to them, there is no supporting evidence to show that after 24-4-1994 there was any such employment by the contractor. Even according to WW2 the workman was getting only six days work in a span of 45 days. In this state of affairs the present contention of the learned counsel is devoid of merit. Now with regard to the decision of the High Court of Kerala in *FACT V. Chandramohan Nair* (01 (3) KLT 830), it was a case under the Contract Labour (Regulation and Abolition) Act 1978. In that case the question arose as to whether on the abolition of the contract labour system the contract labourers would become direct employees of principal employer. In the case before me there is no such dispute. The workman was enlisted as a casual worker after his employment under the contractor and he had worked till 1-7-1995. On this ground alone the above decision has no application here, according to me. In the decision of the Supreme Court reported in 2002-(2)KLT 64 (short notes case No.78) relied on by the learned counsel also the effecting issuance of notification under Sec.10 of that Act was considered and court held that the section does not contemplate implicit requirement of automatic absorption of contract labour by principal employer. The court has further held that where the contractor is found to be a camouflage, the workmen in fact, be employees of principal employer. Both these points are not involved in the instant case. Hence this decision also, according to me, will not come to the rescue of the workman.

10. The definite case of the workman is that while working under the management from 2-7-1995 onwards he could not attend duty due to incapacity and filed leave applications with

medical certificates regularly. But the management without considering those applications and medical certificates and without rejecting the same, issued him show cause notice dated 3-7-1997 requiring explanation for the absence from duty. Admittedly he was absent from duty for a period of two years. But according to the management the medical certificates produced by the workman were not acceptable as different illness are stated and also that the medical certificates were incongruous on their face. The copies of medical certificates submitted by the workman to the management have been produced here and marked as Ext. M11-a to M11-d. In Ext. M11-a it is certified that the worker was under treatment for Apabahukam from 2-7-1995 and he needs six months treatment. In Ext. M11-b it is certified that he is suffering from Apabahukam and requires rest for a period of six months from 2-1-1996. In Ext. M11-c it is seen certified that the worker requires rest from 12-12-1996 as he was suffering from Pakshakhatham. In Ext. M11-d it is seen certified that the worker is suffering from Rhumatic Artjritis and needs rest for a period of six months from 12-6-1997. But in Ext. M12-a medical certificate dated 8-9-1997 which is for two years from 2-7-1995 to 8-9-1997 it is certified that he was suffering from Apabahukam for a period of two years which is against Ext. M11-c and M11-d certificates. As a matter of fact in Ext. M11-c certificate dated 12-6-1996 it is seen certified that the worker requires period of absence from duty for six months w.e.f. 12-12-1996. The Medical Officer has issued this certificate in June 1996 itself for a future date i.e.; December, 1996 and for six months thereafter. Further the very same Medical Officer who has recommended rest for six months from 12-6-1997 as per Ext. M11-d, issued Ext. M12-b fitness certificate on 8-9-1997 itself. Ext. M11-b certificate dated 2-1-1996 is for a period of six months from that date and in Ext. M11-c dated 12-6-1996 recommendation is for six months absence w.e.f. 12-12-1996 only. There is no certificate certifying the absence for the period from 12-6-1996 to 11-12-1996.

11. From what is stated above it is clear that different illness are stated in the medical certificates for same period and the certification creates doubt and this fully support the contention of the management that these medical certificates are incongruous on the face of them and were not acceptable to the management. Even though the management has taken such a definite contention, no attempt has been made to cite or examine the Medical Officer before this Tribunal who had issued these certificates. There is no explanation also for not doing so. No doubt according to the learned counsel for the workman

these certificates were issued by a Government Ayurvedic Doctor. But in the absence of evidence of the Medical Officer and particularly when the genuineness is disputed by the management, it is not proper to accept and act upon these certificates by this Tribunal which is not technically equipped for doing so. Therefore the non acceptance of these certificates by the management company cannot be held as unjust or improper. Further there is a break of six months period from 12-6-1996 to 11-12-1996 as stated above which is not supported by any medical certificate. No doubt according to the learned counsel for the worker the worker has submitted leave applications supported by medical certificates for the full period of absence of two years as evident from Exts. W6 to W9 postal receipts and acknowledgements and the management has not produced all the certificates here. It is true that Exts. W6 to W9 prove that letters had been sent to the management. But that itself does not prove that medical certificate for the period from 12-6-1996 to 12-12-1996 also was sent to the management. The worker has not produced copy of the same and the management was not called upon to produce that particular certificate. It is also specific to note that Sri. Suseelan was only a casual worker and was able to get six days work only within a period of 45 days and he has no legal right to claim re-engagement when admittedly he was not available for work for more than two years. Therefore the company is not bound week to entertain the leave application and medical certificates even if these were genuine and he was not employed abroad. In these circumstances the contention of the learned counsel for the workman relying on the medical certificates and the leave applications cannot be accepted in support of the case of the workman to cover the period of absence from work in the management company.

12. The worker has a contention as spoken to by him that contribution towards EPF has been deducted from his wages by the management company which shows that he was a regular employee of the management. In the written statement filed by the management as early on 3-6-1999 before this Tribunal it is specifically stated that MS unit of the company is a Mine as defined in the Mines Act which is not liable to be covered under the EPF Act. The workman has not brought to the notice of this Tribunal any provision under any statute showing liability of the management company to cover MS unit under the Act. Further according to the management since MS unit is not liable to be covered under that Act, a welfare forum was constituted for the benefit of the contract labourers and remittances were made to the said forum. In support of this the management has produced the relevant register which is marked

as Ext. M7 for the period 1991-96. In Ext.M7 contributions towards this forum has been deducted from the workman as recorded in Folio No. 11 which is marked as Ext.M7-a. In the absence of any evidence to support the contention of the workman, particularly when there is nothing to disbelieve the statement of the management supported by Ext.M7 registrar. I am not persuaded to accept the present contention of the workman and to hold that he was a regular employee of the management.

13. According to the management the workman was away in Gulf Countries during the period he absented from work. In the affidavit of proof filed by MW1 it is stated that as 527 casual persons are enlisted there is no reason for the management to condone the unauthorised absence of casual workers. Further since absenteeism among casual was affecting the system, the management issued show cause notices to such casuals including the worker who were not reported for work and ordered a fact finding enquiry by the Asst. Mines Manager. Ext M10 is stated to be the enquiry report. But that was not properly proved by examining the enquiry officer when the findings are seriously disputed by the worker. It was reported by the enquiry officer that section of co-workers have alleged that the worker was employed in a Gulf Country for the past two years. But the enquiry officer has not recorded the statement of any such workers. According to the worker he was away in the Gulf Country prior to 1990 and he had lost his original passport and for coming back to India he had obtained passport through the Indian Embassy. To prove this aspect the workman has produced Ext.M13 passport impound slip. The management has not accepted this as there is difference in the original passport number and number stated in the impound slip. It is not proved by the management that the workman had obtained another passport and was away in the Gulf Country during the disputed period. The workman has also not produced any evidence to prove that there was no possibility of getting new passport in his name after he had lost his original passport as alleged by him. In the nature of the contentions it is not material to find out whether he was in a Gulf Country or not. The only point to be considered is whether he has absented from work. The workman failed to establish that he was under medical treatment and was not in a position to attend duty during the disputed period. As matters stand now it can only be concluded that he has unauthorisedly absented from work for more than two years period.

14. The learned counsel for the workman would contend that the management has re-engaged persons like the workman and the refusal of management to

re-engage the workman is a clear case of discrimination towards the worker. In support of this contention reliance was placed on Ext.W15 order of the Government of Kerala. As per Ext.W15 Government has ordered to re-engage some casual workers. The circumstances under which such an order has been issued are not known. It is also not known as to what was the reason for the absenteeism by those casual workers and how long they absented from work. Further it is noteworthy that as per Ext.M16 order dated 7-11-1997 the Government has declined the request of one casual worker Sri George Stepher for reengagement. Therefore the worker cannot claim re-engagement on the strength of Ext.W15 order. Of course he will at liberty to approach the Government and to get special order if any as Ext.W15. In this state of affair the claim based on Ext.W15 cannot be entertained.

15. As I have held above Sri. Suseelan was only a casual worker of the management and had not worked more than 47 days during the year 1994-95. He has no legal right to claim reengagement and he cannot be treated as a 'workman' as defined in the Act. He is not legally entitled to raise an industrial dispute as defined under Sec. 2(k) or Sec. 2(A) of the Act and he is not legally entitled to get any protection under the provisions of Sec 2 (00) and 25-F of the Act. This reference is therefore illegal and without jurisdiction.

16. In view of what is stated above, an award is passed holding that there was no denial of employment to Sri. Suseelan, the worker involved in this dispute by the management company and that he is not entitled to any relief.

C. N. SASIDHARAN, Industrial Tribunal

APPENDIX

Witnesses examined on the side of the Workman

WW 1. Sri. V. Suseelan

WW 2. Sri. Santhosh

WW 3. Sri. K. P. Jayachandran

Documents marked on the side of the Workman

Ext. W 1. Muster card in the name of Sri. V. Suseelan for the period from 29-5-1991 to 10-8-1991

Ext. W 2. Muster card in the name of Sri. V. Suseelan for the period from 9-11-1992 to 17-12-1992

Ext. W 3. Muster card in the name of Sri. V. Suseelan for the period from 25-10-1993 to 30-7-1994

Ext. W 4. Identity card in the name of Sri. Suseelan issued by Sri T.

V. Kunjukrishnan, Contractor

Ext. W 5. Identity card in the name of Sri. Suseelan issued by the management Company

Ext. W 6. Postal receipt

Ext. W 7-series (2 nos.) Postal acknowledgement

Ext. W 8-series (2 nos.) Postal receipt

Ext. W 9-series (2 nos.) Postal receipt

Ext. W 10. Postal receipts

Ext. W 11. Notice issued to Sri. Suseelan from the management company dated 23-6-1997

Ext. W 11-a. Envelope

Ext. W 12-series (5 nos.) Reply letter applies to the management from Sri. Suseelan with copies of medical certificates

Ext. W 13. Passport impound slip

Ext. W 14. Photostat copy of letter addressed to the management from Sri. Suseelan dated 20-10-1997

Ext. W 15. Photostat copy of the order of Government of Kerala dated 26-3-2001.

Documents marked on the side of the Management

Ext. M 1. Attendance casual card for the year 1995 in the name of Sri. Suseelan

Ext. M 2. Copy of notice and list of contract workers for engagement for the Period from 4-4-1994 to 9-4-1994

Ext. M 3. Copy of notice and list of contract workers for engagement for the period from 11-4-1994 to 16-4-1994

Ext. M 4. Copy of notice and list of contract workers for engagement for the period from 18-4-1994 to 23-4-1994

Ext. M 5. Copy of notice and list of contract workers for engagement for the period from 25-4-1994 to 30-4-1994

Ext. M 6. List of casual workers as on 1-9-1999 in the MS unit

Ext. M 7. Register for remittance of contribution to Welfare Forum for the period 1991-96

Ext. M 7-A. Folio No. 11 of Ext. M 7

Ext. M 8. Attendance register of casual workers in the MS unit of the company for the period from 4-4-1994 to 14-2-1995

Ext. M 8-a to M 8-f. Folio Nos. 23, 65, 103, 143, 185 and 223

Ext. M 9. Copy of letter dated 6-10-1997 issued by the management to Sri. S. Sree Kumar, Asstt. Manager appointing him as enquiry officer

Ext. M 10. Enquiry note dated 24-10-1997

Ext. M 11. Letter issued to the senior manager of the management from Sri. Suseelan dated 5-7-1997

Ext. M 11-a to M-11 b. Medical certificates dated 2-7-1995., 2-1-1996, 12-6-1996 and 12-6-1997

Ext. M 12. Letter issued to the Mine Manager of the management company from Sri. Suseelan dated 20-7-1997

Ext. M 12-a. Medical certificate dated 8-10-1997

Ext. M 12-b. Medical certificate for fitness dated 8-9-1997

Ext. M 13-a. Photostat copy of passport impound slip

Ext. M 13-b. Photostat copy of pass port particulars of Sri. Suseelan

Ext. M 14. Memorandum dated 14-10-1997 submitted to the management by 69 casual workers

Ext. M 15. Memorandum dated 14-10-1997 submitted to the management by 69 casual workers

Ext. M 16. Photostat copy of the order of Government of Kerala dated 7-11-1997.

नई दिल्ली, 24 फरवरी, 2003

का.आ. 1012.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिये प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में एतद्वारा श्रम मंत्रालय के अधीन खान सुरक्षा महानिदेशालय के निम्नलिखित कार्यालयों को अधिसूचित करती है:—

1. खान सुरक्षा उप महानिदेशक का कार्यालय, दक्षिणी जोन, 16-11-5111/222, सालिवाहन नगर, मुसरम्बजार, दिलशुख नगर, पोस्ट मनकपेट, हैदराबाद, पिन-500036 (आंध्र प्रदेश)

2. खान सुरक्षा निदेशक का कार्यालय, हैदराबाद क्षेत्र सं. 1 एवं 2, 16-11-5111/222, सालिवाहन नगर, मुसरम्बजार, दिलशुख नगर, मनकपेट, हैदराबाद, पिन-500036 (आंध्र प्रदेश)।

3. खान सुरक्षा निदेशक का कार्यालय, भुवनेश्वर क्षेत्र 158, शहीदनगर, भुवनेश्वर (उड़ीसा)।

[फाइल संख्या ई-11011/1/93-रा.भा.नी. (भाग)]

के.के. मरवाहा, उप सचिव

New Delhi, the 24th February, 2003

S.O. 1012.—In pursuance of Sub-rule (4) of the Rule 10 of the Official Language (Use for official purpose of the Union) Rule, 1976, the Central Government, hereby, notifies following offices under the Directorate General of Mines Safety working under the Ministry of Labour :

1. Office of the Dy. Director General of Mines Safety, Southern Zone, 16-11-5111/222, Sanlivahan Nagar, Musarrambazar Dilsukh, Nagar, Post Majakpet, Hyderabad, Pin-500036 (A.P.)
2. Office of the Director of Mines Safety, Hyderabad No. 1 and 2, 16-11-5111/222, Sanlivahan Nagar, Musarrambazar, Dilsukh, Nagar, Post Majakpet, Hyderabad, Pin-500036 (A.P.)
3. Office of the Director of Mines Safety, Bhubaneswar Region 158, Shaheednagar, Bhubaneswar (Orissa).

[File No. E-11011/1/93-RBN (Pt.)]

K. K. MARWAHA, Dy. Secy.

नई दिल्ली, 5 मार्च, 2003

का.आ. 1013.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उप-खण्ड (VI) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 2810 दिनांक 20-8-2002 द्वारा बैंकिंग उद्योग जी कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 2 में शामिल हैं, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 19-9-2002 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उप-खण्ड (VI) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 19-3-2003 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा.सं.एस.-11017/5/97-आई.आर. (पी.एल.)]

श्रीमती बी.आर. विजय, अवसर सचिव

New Delhi, the 5th March, 2003

S.O. 1013.—Whereas the Central Government having been satisfied that the public interest so required that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Dispute Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the

Ministry of Labour S.O. No. 2810 dated 20th August, 2002 the services in the Banking Industry which is covered by item 2 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act, for a period of six months from the 19th September, 2002.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the 19th March, 2003.

[No. S-11017/05/1997-IR(PL)]
Smt. B. R. VII, Under Secy.

नई दिल्ली, 3 मार्च, 2003

का.आ. 1014.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टैंडर्ड चार्टर्ड बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 195/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-02-2003 को प्राप्त हुआ था।

[सं. एल-12011/46/97-आई.आर. (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd March, 2003

S.O. 1014.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 195/98) of the Central Government Industrial Tribunal, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Bank and their workman, which was received by the Central Government on 28-02-2003.

[No. L-12011/46/97-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

PRESIDING OFFICER : SHRI B. N. PANDEY

I. D. No. 195/98

(LOK ADALAT)

The Secretary,
The Chartered Bank Employees Union,
C/o Standard Chartered Bank,
P. Box No. 344, 17 Sansad Marg,
New Delhi-110001.

—Workmen

Versus

The Senior Manager,
Standard Chartered Bank,
Human Resources 'North',
17, Sansad Marg,
New Delhi-110001.

Management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12011/46/97-IR (B-I) Dated 11-9-98 has referred the following industrial dispute to this Tribunal for adjudication:—

“Whether the demand of the Chartered Bank Employees Union that the Management of Standard Chartered Bank, New Delhi in not converting the unavailed casual leave of employees for the calendar year ending on 31-12-95 and 31-12-96 into sick leave as per Bipartite Settlement is justified and legal? If so, to what relief the workmen are entitled to?”

2. Shri Inderjit Singh A/R of the workmen has moved an application that the workmen have settled their matters with the management and, therefore, they are not interested in contesting the present case. So the case be decided accordingly.

3. Authorised Representative of the Management Shri S. K. Bhatnagar has no objection to it.

4. In view of the above ‘No dispute award’ is passed in the case leaving the parties to bear their own costs. Award is given accordingly.

Dated : 20-2-2003

B.N. PANDEY, Presiding Officer.

नई दिल्ली, 3 मार्च, 2003

का.आ. 1015.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैंडर्ड चार्टर्ड बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम-लेबर कोर्ट चेन्नई के पंचाट (संदर्भ संख्या आई.डी.नं. 37/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-02-2003 को प्राप्त हुआ था।

[सं. एल-12012/452/99-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd March, 2003

S.O. 1015.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 37/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Bank and their workman, which was received by the Central Government on 28-02-2003.

[No. L-12012/452/99-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 24th February, 2003.

Present : K. KARTHIKEYAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 37/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 79/2000)

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the management of Standard Chartered Bank.]

BETWEEN

Shri M. Solai : I Party/Workman

AND

1. The Regional Director, HR(MESA)

Standard Chartered Bank, Mumbai.

2. The Manager,
Standard Chartered Bank, Chennai.

: II Party/Management

Appearance :

For the Workman : M/s. K. Desingh, S. Aruna-
: chalam, & C. Reghurajan,
Advocates.

For the Management : M/s. T. S. Gopalan &
Co., Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-12012/452/99-IR(B-I) dated 14-02-2000.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 79/2000. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 37/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 23-01-2001 and to prosecute this case further. Accordingly, they have appeared and prosecuted this case further.

The Industrial Dispute referred to in the above mentioned order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Standard Chartered Bank in terminating the services of the workman Sri M. Solai with effect from 31-07-1999 is justified? If not, to what relief is he entitled?”

2. This industrial dispute has been raised by the Petitioner against the management of Standard Chartered Bank, challenging the action of the management for terminating the services of the Petitioner w.e.f. 31-07-1999 as illegal and unjustified.

3. The Petitioner himself has examined as WW1, a common witness for all these cases I.D. Nos. 30 to 37/2001. The documents relied upon by the Petitioners have been marked separately in their respective cases as workmen's exhibits.

4. When the matter is pending enquiry, an attempt has been made by both the parties to arrive at a settlement of these disputes amicably among themselves. A joint memo has been filed by the parties to the dispute contending that both the parties are agreed that there is no scope for employment of the Petitioner and accordingly, the petitioner is not pressing his claim for employment and that additional monetary compensation for the petitioner can be

considered on humanitarian grounds and fixation of additional monetary compensation payable to the Petitioners may be left with the decision of the Hon'ble Tribunal and the decision given by this Tribunal awarding compensation to the Petitioner shall not be challenged or questioned by either of the parties before any Court and that the Tribunal also mention a date within which the additional compensation to be paid to the petitioner and this Hon'ble Tribunal can pass an award on the basis of the joint memo. This joint memo has been recorded.

5. In the joint memo, it is mentioned that the Petitioner had put in twenty-one years of service and his last drawn wage was Rs. 3,150/- per month and the Petitioner was paid Rs. 44,850/- at the time of settling his dues.

6. While advancing arguments on the side of the Petitioner, the learned counsel for the Petitioner has filed a memo along with the xerox copy of 2A petitions filed by two other workmen against the same management of Standard Chartered and Grindlays Bank and also the xerox copy of the cheques issued to those Petitioners by the bank while amicably settling their claims. They are one Mr. Mathivanan and the another Mr. Elumalai, who were working as supplier and cook respectively and their last drawn salary was Rs. 1400/- and Rs. 2200/- respectively per month and they have put in service of 8 years and 7 years respectively. Each of them was given a monetary compensation of Rs. 1,25,000/- against their claim of reinstatement in service. This has not been denied by the Respondent/Bank management.

7. Learned counsel for the Respondent/Bank relying upon judgement of the Supreme Court reported as 1986 II LLJ 509 between O.P. BHANDARI and INDIAN TOURISM DEVELOPMENT CORPORATION AND OTHERS wherein the Hon'ble Supreme Court has pointed out that "compensation equivalent of 3.33 years salary on the basis of last drawn pay and allowances would be a reasonable amount to award in lieu of reinstatement." In that case, the con-

cerned employee had eight years for service of his superannuation. Considering all the aspects, the Supreme Court was of the view that 50% of the annual salary and allowances can be taken into consideration in fixing up the quantum of compensation.

8. So on the basis of the representation made by the learned counsel on either side, the following Award is passed as Settlement Award :—

This Tribunal is of the considered opinion that compensation equivalent to 50% of the total salary of the workman calculated on the basis of the total years of service to that of his last drawn-pay can be a reasonable amount that can be awarded as a monetary compensation in lieu of the reinstatement in service. In that total amount calculated, the amount that has already been paid to the Petitioner has to be deducted and the balance amount has to be paid to the Petitioner by the Respondent/Bank Management within a period of one month, failing which the Respondent shall pay that amount inclusive of interest at the rate of 12% per annum, from this date till the date of payment.

9. The Petitioner Sri M. Solai had put in twenty-one years of service and had drawn Rs. 3,150 per month as his last drawn pay and he was paid Rs. 44,850 at the time of settling his dues, as per the joint memo filed by both the parties.

10. For 21 years of service on the basis of last drawn pay Rs. 3,150/- per month, the total amount comes to Rs. 7,93,800/-. Out of which 50% is Rs. 3,96,000/-. In this, the amount he has been paid at the time of settling his dues by the Respondent/Bank Rs. 44,850/- has to be deducted and the balance amount of Rs. 3,52,050/- (Rupees Three Lakhs Fifty Two Thousand Fifty only) has been fixed as additional monetary compensation to be paid by the Respondent/Bank management within a period of one month from this date, failing which the Respondent/Bank shall pay interest at the rate of 12% per annum to this additional monetary compensation from this date till the date of its actual payment to the Petitioner.

11. The Joint Memo filed by both the parties dated 2nd December, 2002 shall form part of this Award.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th February, 2003).

K. KARTHIKEYAN, Presiding Officer

Encl: Copy of Joint Memo dated 02-02-2002.

Witnesses Examined :

For the I Party/Workman : WW1 Sri M. Solai
common witness for
ID Nos. 30 to 37/2001

For the II Party/Management : None

Documents Exhibited :

For the I Party/Workman :—

Ex. No.	Date	Description
W1	30-04-98	Xerox copy of the receipt given by Petitioner for Rs. 2530 towards salary of April, 1998.
W2	30-07-99	Xerox copy of the legal notice sent by Petitioner to Respondent.
W3	31-07-99	Xerox copy of the termination notice sent by Respondent with cheque.
W4	20-08-99	Xerox copy of the legal notice sent by Respondent to Petitioner's advocate.
W5	10-01-2000	Xerox copy of the legal notice sent by Petitioner to Respondent.
W6	25-11-99	Xerox copy of the failure of conciliation report Submitted by Assistant Labour Commissioner (Central) To Government of India.

For the II Party/Management :—Nil.

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, CHENNAI.

C.G.I.D.No. 37 of 2001

M. Solai

..Petitioner

Vs.

Standard Chartered Gridlays Bank..Respondent

JOINT MEMO FILED BY THE PARTIES

1. It is agreed that the Petitioner has served the Respondent for twentyone years on the date of cessation of engagement. His last drawn wage was Rs. 3150 per month. The Petitioner was paid Rs. 44,850 at the time of settling his dues.

2. It is agreed that there is no scope for employment of the Petitioner and accordingly, the Petitioner is not pressing his claim for employment.

3. It is agreed that the Petitioner could on humanitarian grounds, be considered for additional monetary compensation.

4. It is agreed that the question of additional monetary compensation payable to the Petitioner may be left to the decision of this Hon'ble Tribunal.

5. It is agreed that any decision given by this Hon'ble Tribunal awarding compensation shall not be challenged or called in question by either of the parties before any Forum.

6. It is also agreed that the Tribunal will also mentioned the date, within which the additional compensation to be paid to the Petitioner.

7. It is agreed that this Memo may be kept as part of the record of this Hon'ble Tribunal and an award may be made on the basis of this Memo.

Dated at Chennai, this the 2nd day of December, 2002.

Sd-

Counsel for Petitioner

Sd-

Counsel for Respondent

Sd-

Petitioner